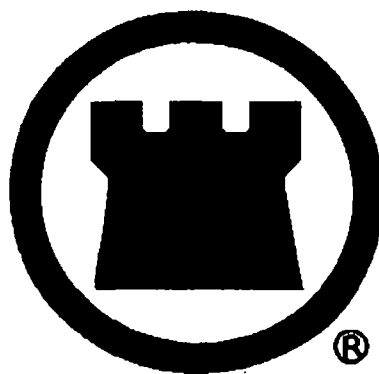


PORSE  
11.3.258.1V4  
2/16/06

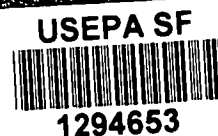


## Preliminary Title Report:

**8424 & 8524 N Crawford Street  
Portland OR 97203**

Title Number: 421965  
Escrow Number: 50421965-KN

*Chicago Title Insurance Company of Oregon*  
*Thanks you for giving us*  
*the opportunity to serve you.*





Preliminary Title Report:

**8424 & 8524 N Crawford Street  
Portland OR 97203**

Title Number: 421965  
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## Chicago Title Insurance Company of Oregon

### PRELIMINARY TITLE REPORT

February 16, 2006

TO: Chicago Title Insurance Company of Oregon  
888 SW Fifth Ave - Suite 930  
Portland, OR 97204

Order No.: 421965  
Escrow No.: 50-421965-KN  
Ref: Crawford St. Corp./Steel Hammer Prop.

ATTN.: Kelly M. Norton

Phone No.: (503)973-7400

Standard Owner's Coverage	\$ 2,600,000.00	Premium	\$ 4,500.00
Extended Lender's Coverage	to be determined	Premium	to be determined
Endorsement 100 - Extended Coverage			\$ 50.00
Endorsement 116 - Location of Improvement			\$ 0.00
Municipal Lien Search			\$ 150.00

We are prepared to issue a title insurance policy in ALTA (1992) form and amount shown above insuring the title to the property described herein. This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued, and the full premium therefore paid.

Dated as of: February 9, 2006 at 08:00 AM

*Vestee: Crawford Street Corporation, an Oregon corporation, which acquired title to portions of the subject property as The Skookum Company, Inc.*

Subject to the exceptions, exclusions, conditions and stipulations which are part of said policy, and to exceptions as shown herein.

CHICAGO TITLE INSURANCE COMPANY OF  
OREGON

By: \_\_\_\_\_

*Tony Schadle*  
Tony Schadle  
Title Officer  
10135 SE Sunnyside Road, Suite 200  
Clackamas, OR 97015  
phone (503)653-7300 fax (503)653-7763

QUESTIONS CONCERNING THE CLOSING OF THIS TRANSACTION SHOULD BE DIRECTED TO YOUR ESCROW OFFICER, Kelly M. Norton, at phone (503)973-7400 and fax number (503)248-0324.

9014710030.rdw

DESCRIPTION

See Legal Description Attached Hereto

GENERAL EXCEPTIONS (Standard Coverage Policies only)

1. a. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- b. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. a. Easements, liens, encumbrances, interests or claims thereof which are not shown by the public records.
- b. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
4. a. Unpatented mining claims;
- b. Reservations or exceptions in patents or in Acts authorizing the issuance thereof;
- c. Water rights, claims or title to water;
- whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS

6. City liens, if any, of the City of Portland. (An inquiry has been directed to the City Clerk concerning the status of said liens and a report will follow if such liens are found.)
7. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of the Willamette River.  
(Affects Parcel II)
8. Any adverse claims based upon the assertion that the Willamette River has changed in location.  
(Affects Parcel II)
9. Any adverse claim based on the assertion that any portion of said land has been created by artificial means or has accreted to such portions so created.  
(Affects Parcel II)
10. Rights established pursuant to ORS 274.905, et seq to all or any portion of the herein described premises created by artificial means.  
(Affects Parcel II)
11. Rights/title and/or interest of the O.W.R. & N. Company, acquired under:  
  
Any existing spur tracts and/or any existing spur track agreements affecting the lands herein.  
  
(Tax assessor's maps show spur tracks upon the Easterly portion of Parcel II herein.)
12. Easements for existing public utilities in vacated street area and the conditions imposed thereby,  
Disclosed by the following ordinances:  
  
a. Ordinance No. 14 (of the City of St. Johns) passed July 6, 1903, (parts of Albany Street, John Avenue and Charleston Avenue).

- b. Ordinance No. 98183 (Portland) passed April 8, 1953, (parts of Leavitt Avenue; John Avenue and Albany Street).
- c. Ordinance No. 110866 (Portland) passed October 7, 1959, (parts of John Avenue and Charleston Avenue).
- d. Ordinance No. 110867 (Portland) passed October 7, 1959, (part of Richmond Avenue).
- e. Ordinance No. 150458 (Portland) passed September 24, 1980, (part Burlington Avenue) a copy of which was recorded October 27, 1980 in Book 1479 at Page 1156).
- f. Ordinance No. 153530 (Portland) passed July 14, 1982 (Parts of John Avenue and Charleston Avenue) a copy of which was recorded August 26, 1982, in Book 1614, Page 304.

13. Terms and provisions, including obligations for maintenance of easement as established by Oregon Law and by instrument,  
Recorded: February 19, 1902  
Book: 287  
Page: 206  
(Affects appurtenant easement rights described in Parcel II)
14. The premises herein described were included within the boundaries of the St. Johns Riverfront Development Urban Renewal Plan as revealed by instrument.  
Recorded: August 1, 1980  
Book: 1459  
Page: 433  
  
As amended by instruments;  
Recorded: September 16, 1981  
Book: 2042  
Page: 1815  
  
Recorded: March 16, 1982  
Book: 1584  
Page: 1081  
  
Recorded: October 3, 1991  
Book: 2462  
Page: 2799
15. An easement created by instrument, including terms and provisions thereof;  
Dated: June 14, 1974  
Recorded: October 1, 1974  
Book: 1009  
Page: 1021  
In Favor Of: Portland General Electric Company, an Oregon corporation  
For: Electric power line  
Affects: A 10 foot wide strip thru Parcel IV
16. An easement created by instrument, including terms and provisions thereof;  
Dated: February 7, 1975  
Recorded: March 13, 1975  
Book: 1031  
Page: 1117  
In Favor Of: Portland General Electric Company, an Oregon corporation  
For: Distribution line  
Affects: A 16 foot wide strip thru the Easterly portion of Parcel II  
  
Conditions set forth in City of Portland Ordinance No. 152942, including the terms and provisions thereof;  
Recorded: March 10, 1982

Order No.: 421965

Book: 1583  
Page: 1039

18. Land Disposition Agreement, including the terms and provisions thereof;

Dated: January 29, 1988  
Recorded: January 29, 1988  
Book: 2076  
Page: 1705

By and Between: The City of Portland, a municipal corporation of the State of Oregon, acting by and through the Portland Development Commission as the duly designated Urban Renewal Agency of the City of Portland and Manufacturing Management, Inc., an Oregon corporation, or its assigns  
(Affects Parcels I and II)

Certificate of Compliance, including the terms and provisions thereof;

Recorded: April 11, 1988  
Book: 2093  
Page: 2188

19. An easement created by instrument, including terms and provisions thereof;

Dated: January 29, 1988  
Recorded: January 29, 1988  
Book: 2076  
Page: 1748

In Favor Of: City of Portland  
For: Ingress and egress

Affects: That portion of Parcel II lying within vacated N. Richmond Avenue and vacated N. Burlington Avenue

Terms and provisions, including obligations for maintenance of easement as established by Oregon Law and by instrument,

Recorded: January 29, 1988  
Book: 2076  
Page: 1756

(Affects appurtenant easement rights described in Parcel II)

21. Terms and provisions, including obligations for maintenance of easement as established by Oregon Law and by instrument,

Recorded: January 29, 1988  
Book: 2076  
Page: 1759

(Affects appurtenant easements rights described in Parcel II)

22. Land Disposition Agreement, including the terms and provisions thereof;

Dated: August 14, 1989  
Recorded: August 14, 1989  
Book: 2227  
Page: 2098

By and Between: The City of Portland, a municipal corporation of the State of Oregon, acting by and through the Portland Development Commission as the duly designated Urban Renewal Agency of the City of Portland and Crawford Street Corporation, an Oregon corporation, or its assigns  
(Affects Parcel III)

Certificate, including the terms and provisions thereof;

Recorded: August 14, 1989  
Book: 2227  
Page: 2138

Certificate of Compliance, including the terms and provisions thereof;

Recorded: August 17, 1989  
Book: 2228

23. An easement created by instrument, including terms and provisions thereof;

Dated: January 20, 1997  
Recorded: March 14, 1997  
Recorder's Fee No.: 97037302  
In Favor Of: City of Portland  
For: Permanent turnaround  
Affects: The Northwesterly portion of Parcel II

24. Unrecorded lease(s) and existing tenancies, if any.

NOTE: The County Tax Roll discloses the interest of Columbia Forge & Machine Works as a party in possession affecting a portion of Parcel IV.  
(Account No. R263879, Map 1N1W12BD Tax Lot 05700-A1)

25. Any encroachments, unrecorded easements, violations of covenants, conditions and restrictions, and any other matters which would be disclosed by a correct survey.
26. Proof that there are no parties in possession, or claiming to be in possession, other than above vestees.
27. Any statutory liens for labor or material, including liens for contributions due to the State of Oregon for unemployment compensation and for workmen's compensation, which have now gained or hereafter may gain priority over the lien of the insured mortgage, which liens do not now appear of record.

NOTE: Taxes for the fiscal year 2005-2006, paid in full;

Amount: \$6,584.01  
Levy Code: 201  
Property ID No.: R263881  
Alternate Account No.: R739101320  
Map No.: 1N1W12BD  
Tax Lot No.: 05500  
(Affects Parcel I)

NOTE: Taxes for the fiscal year 2005-2006, paid in full;

Amount: \$11,395.76  
Levy Code: 201  
Property ID No.: R263874  
Alternate Account No.: R739100250  
Map No.: 1N1W12CA  
Tax Lot No.: 00200  
(Affects Parcel II)

NOTE: Taxes for the fiscal year 2005-2006, paid in full;

Amount: \$182.34  
Levy Code: 201  
Property ID No.: R263875  
Alternate Account No.: R739100380  
Map No.: 1N1W12CA  
Tax Lot No.: 00300  
(Affects Parcel III)

NOTE: Taxes for the fiscal year 2005-2006, paid in full;

Amount: \$153.18  
Levy Code: 201  
Property ID No.: R263880  
Alternate Account No.: R739101160  
Map No.: 1N1W12BD  
Tax Lot No.: 05600

Order No.: 421965

(Affects a portion of Parcel IV)

NOTE: Taxes for the fiscal year 2005-2006, paid in full;

Amount: \$5,990.36  
Levy Code: 201  
Property ID No.: R263878  
Alternate Account No.: R739101000  
Map No.: 1N1W12BD  
Tax Lot No.: 05700

(Affects a portion of Parcel IV)

NOTE: Taxes for the fiscal year 2005-2006, paid in full;

Amount: \$4,865.04  
Levy Code: 201  
Property ID No.: R263879  
Alternate Account No.: R739101001  
Map No.: 1N1W12BD  
Tax Lot No.: 05700-A1

(Affects a portion of Parcel IV)

NOTE: Taxes for the fiscal year 2005-2006, paid in full;

Amount: \$3,704.60  
Levy Code: 201  
Property ID No.: R263876  
Alternate Account No.: R739100840  
Map No.: 1N1W12BD  
Tax Lot No.: 05800

(Affects a portion of Parcel IV)

NOTE: Taxes for the fiscal year 2005-2006, paid in full;

Amount: \$3,840.11  
Levy Code: 201  
Property ID No.: R263877  
Alternate Account No.: R739100920  
Map No.: 1N1W12BD  
Tax Lot No.: 05900

(Affects a portion of Parcel IV)

NOTE: We find no judgments or United States Internal Revenue liens against:  
Steel Hammer Properties, LLC, an Oregon limited liability company

NOTE: A copy of the terms and provisions of the Operating Agreement for Steel Hammer Properties, LLC, a Limited Liability Company should be furnished for our examination prior to closing. Any conveyance or encumbrance of the real property owned by the Limited Liability Company must be executed in accordance with the Operating Agreement or if the Operating Agreement contains no such provisions, a majority of the managers as provided in ORS 63.150. In addition, if there have been any changes in membership from the date of original creation of the Limited Liability Company to the present date, copies of approval of withdrawal and acceptance of the new member should be furnished for our examination.

END OF REPORT

cc:

Chicago Title Insurance Company of Oregon Kelly M. Norton

Steel Hammer Properties, LLC

Crawford Street Corporation

Order No.: 421965

s

January 16, 2006



**LEGAL DESCRIPTION**

**PARCEL I:**

Part of Section 12, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at the intersection of the Southerly line of N. Crawford Street and the Westerly line of N. Richmond Avenue; thence Southerly along the Westerly line of N. Richmond Avenue to the Northerly line of N. Bradford Street; thence Westerly along the Northerly line of N. Bradford Street to the center line of vacated N. John Avenue; thence Northerly along the center line of vacated N. John Avenue to the Southerly line of N. Crawford Street; thence Easterly along the Southerly line of N. Crawford Street to the point of beginning.

**PARCEL II:**

Part of Section 12, Township 1 North, Range 1 West, of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at the intersection of the Northerly harbor line of the Willamette River and the Easterly line of N. Burlington Avenue; thence Northerly along the Easterly line of N. Burlington Avenue to the Southerly line of N. Bradford Street; thence Easterly along the Southerly line of N. Bradford Street to the Southerly extension of the Westerly line of N. Richmond Avenue; thence Southerly along the Southerly extension of the Westerly line of N. Richmond Avenue to the Northerly harbor line of the Willamette River; thence Westerly along the Northerly harbor line of the Willamette River to the point of beginning.

EXCEPTING THEREFROM all lands lying below the line of ordinary low water of the Willamette River as more fully set forth and described in Deed to the State of Oregon, acting by and through the Division of State Lands, recorded April 12, 1990, in Book 2291, Page 2497, Multnomah County Deed Records.

FURTHER EXCEPTING THEREFROM that portion of Block 1, TOWN OF ST. JOHNS, conveyed to the Oregon Railroad and Navigation Company, by Deed, recorded February 19, 1902, in Deed Book 287, at Page 206, described as follows:

Beginning at the Northwestern corner of Lot 5, in said Block 1; thence Easterly along the Northerly line of said Block to the Northeasterly corner of said Block, being the Northeast corner of Lot 8, in said Block; thence Southerly along the Easterly line of said Lot, a distance of 30 feet to a point; thence Westerly on a straight line to the place of beginning.

AND FURTHER EXCEPTING THEREFROM the following parcel being a portion of Block 3 and Block 4, RIVER LOTS, vacated Leavitt Avenue and N. Albany Street, TOWN OF ST. JOHNS, in the City of Portland, and being a portion of Section 12, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, being more particularly described as follows:

Beginning at a 5/8-inch iron rod located at the Northwest corner of Block 4, RIVER LOTS, TOWN OF ST. JOHNS; thence along the Westerly line of said Block 4, also being the Easterly right-of-way line of N. Burlington Avenue, South 26°07'19" West a distance of 154.70 feet to the true point of beginning of the

**LEGAL DESCRIPTION**  
(Continued)

following described parcel; thence leaving the Easterly right-of-way line of N. Burlington Avenue, South 63°27'11" East a distance of 370.64 feet; thence parallel with the said Easterly right-of-way line, South 26°07'19" West a distance of 116.6 feet, more or less, to the top of existing bank; thence Westerly along the top of existing bank to a point on the Easterly right-of-way of N. Burlington Avenue and being located South 26°07'19" West a distance of 125.5 feet, more or less, from the true point of beginning; thence North 26°07'19" East a distance of 125.5 feet, more or less, to the true point of beginning. Basis of bearing being the centerline of N. Burlington Avenue as per Multnomah County Survey No. 41512.

TOGETHER WITH all lands lying above the line of ordinary low water of the Willamette River as more fully set forth and described in Deed from the State of Oregon, acting by and through the Division of State Lands to Crawford Street Corporation, an Oregon corporation, recorded April 12, 1909, Book 2291, Page 2503, Multnomah County Deed Records.

ALSO TOGETHER WITH the following described property located within the vacated portion of N. Richmond Avenue:

Beginning at a point on the Easterly line of Block 1, TOWN OF ST. JOHNS, 30 feet Southerly from the Northeasterly corner of said Block 1; thence Easterly along the Southerly right-of-way line of the Oregon-Washington Railroad, to a point which is 60 feet when measured at a right angle, from the Easterly line of said Block 1; thence Southerly and parallel to the Easterly line of said Block 1 100 feet; thence Westerly along a line perpendicular to the Easterly line of Block 1, 30 feet to the true point of beginning; thence continuing Westerly along a line perpendicular to the Easterly line of said Block 1, 30 feet to the Easterly line of said Block 1; thence Northerly along the Easterly line of said Block 1 to the Southerly right-of-way line of the above described railroad at a point 30 feet from the Northeasterly corner of said Block 1; thence Easterly along said Southerly right-of-way line to a point which is 30 feet, when measured at a right angle, from the Easterly line of said Block 1; thence in a Southerly direction along a line parallel to the Easterly line of said Block 1, to the true point of beginning.

FURTHER TOGETHER WITH the following described property located within the vacated portion of N. Burlington Avenue:

Beginning at the Northwesterly corner of Block 4, TOWN OF ST. JOHNS; thence 100 feet Southerly along the Westerly line of said Block 4; thence perpendicular to said line Westerly 30 feet; thence perpendicular to said last mentioned line Northerly to the intersection with the Southerly line of N. Bradford Street; thence Easterly along said last mentioned line to the point of beginning.

FURTHER TOGETHER WITH a non-exclusive easement, to be used in common with others for ingress and egress, described as follows:

Commencing at a point which is Southerly along the Easterly line of Block 1, TOWN OF ST. JOHNS, 30 feet from the Northeasterly corner of said Block 1; thence Southeasterly along the Southerly right-of-way line of the Oregon-Washington Railroad and Navigation Company to the point of beginning which is 60 feet measured perpendicular from the Easterly line of Block 1; thence Southerly and parallel to the Easterly line of Block 1, 100 feet; thence perpendicular to said last mentioned line Westerly 30 feet; thence perpendicular to said last mentioned line Northerly to its intersection with the Southerly right-of-way line of the

**LEGAL DESCRIPTION**  
(Continued)

Oregon-Washington Railroad and Navigation Company; thence Southeasterly along said line to the point of beginning.

FURTHER TOGETHER WITH a non-exclusive easement, to be used in common with others, for ingress and egress, described as follows:

Beginning at the Northeasterly corner of Block 6, JAMES JOHNS ADDITION TO THE TOWN OF ST. JOHNS; thence Southerly along the Easterly line of said Block to a point that bears Southerly 100 feet from the Northwest corner of Block 4 of THE TOWN OF ST. JOHNS (measured along the Westerly line of said Block 4) and 60 feet perpendicular Westerly to said Westerly line of Block 4; thence Easterly 30 feet perpendicular to said Easterly line of Block 6; thence Northerly parallel to said Easterly line to the Southerly line of N. Bradford Street; thence Westerly along said Southerly line to the point of beginning.

**PARCEL III:**

A tract of land in Section 12, Township 1 North, Range 1 West of the Willamette Meridian and being a portion of Block 3 and Block 4, TOWN OF ST. JOHNS, a portion of St. Johns River Lots, portions of vacated N. Leavitt Avenue, vacated N. Albany Street and vacated N. Burlington Avenue, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a 5/8-inch iron rod located at the Northwest corner of Block 4, TOWN OF ST. JOHNS; thence, along the Westerly line of said Block 4, also being the Easterly right-of-way line of N. Burlington Avenue, South 26°07'19" West, a distance of 154.70 feet to the true point of beginning of the following described parcel; thence leaving the Easterly right of way line of N. Burlington Avenue, South 63°27'11" East, a distance of 370.64 feet; thence parallel with the said Easterly right-of-way line, South 26°07'19" West, a distance of 116.6 feet, more or less, to the top of existing bank; thence Westerly along the top of existing bank to the a point on the Easterly right-of-way of N. Burlington Avenue and being located South 26°07'19" West, a distance of 125.5 feet, more or less, from the true point of beginning; thence, North 26°07'19" East, a distance of 125.5 feet, more or less, to the true point of beginning.

TOGETHER WITH the Easterly 30 feet of that portion of N. Burlington Avenue which was vacated by Ordinance No. 150458 EXCEPT the Northerly 100 feet thereof.

**PARCEL IV:**

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 5, and Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 6, all in ST. JOHNS, in the City of Portland, County of Multnomah and State of Oregon.

TOGETHER WITH that portion of vacated N. Leavitt Avenue and that portion of the Westerly one-half of vacated N. John Avenue lying between the Northeasterly line of N. Bradford Street and the Southwesterly line of N. Crawford Street.



FOR ONLY

1/16 COR.

COR.

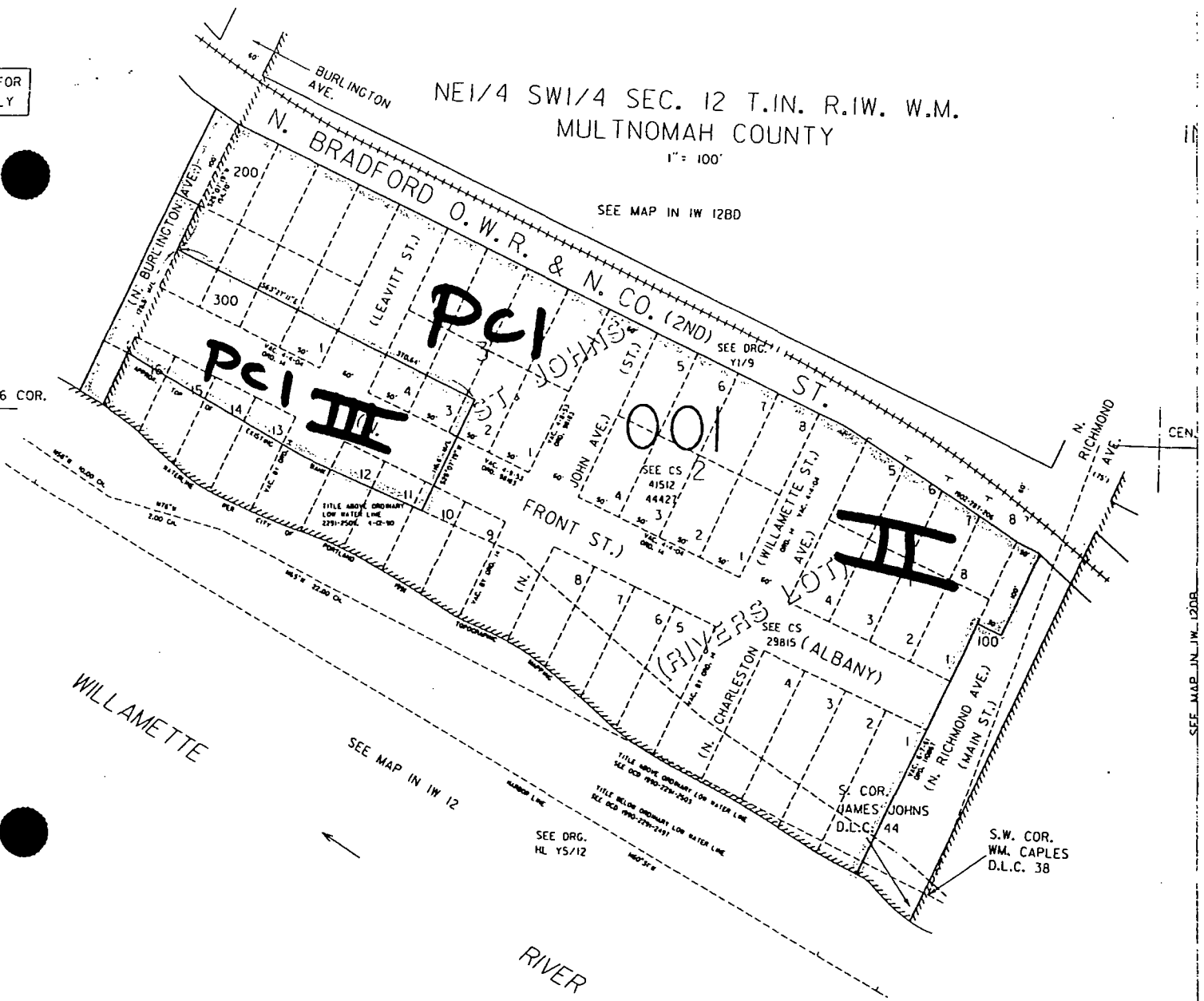
NE1/4 SW1/4 SEC. 12 T.1N. R.1W. W.M.  
MULTNOMAH COUNTY

1" = 100'

SEE MAP IN IW 12BD

SEE MAP IN IW 12BD

IN IW  
POR



CHICAGO TITLE INSURANCE COMPANY

Map number IN 1W 12CA

This plat is for your aid in locating your land with reference to streets and others parcels. While this plat is believed to be correct, the company assumes no liability for any loss occurring by reason of reliance thereon.

23638 941-133 Deed \$1500 Nov 30 1944

DEEDS

Multnomah County, a pol subd of the 3/0 to  
The Skook n Company, an Ore Corp

Whrs, Mult Co acquired the rp hear descd through fel etc.  
Whrs, Gtee hin has offrd sum of \$1500 etc.  
NOW, THERE - GBSC fbdrr in MCO, t/w:

Lots 3,4,5 and 6, Blk 6, ST. JOHNS, w/ CP.

Sig Multnomah County, Oregon, By Tom H West, Chairman,  
By F L Shull, Comnr. Alan Brown, Comnr. Com Seal  
Attest: A L Buchtel, Cc Clk By Orpha R Gloss, Dep;  
Approved as to Form: James R Bain, Dist Atty  
By Manche I Langley Dep; Deed Approved: Mult Co Land Dept  
By Lansing Stout, Land Agt.  
Ack

23639 U S Discharge. 7-7-87

23640 941-136 WD \$10 April 13 1945 (\$1.65 IRS cane)

(b) (6), h&w to (b) (6)

a married woman.

GBSC frp in MCO, bdr, t/w: Lot 4, Blk 3, BEAUMONT, in CP.  
ffi, exc a first mtg in fav of Pacific First Federal Savings  
and Loan Association of Tacoma wch the gtee hin assumes and  
agrees to py. Sig & Ack

June 14 1945

23641 941-138

WD \$10 June 11 1945 (\$5.50 IRS cane)

(b) (6), h&w to (b) (6)

and (b) (6), h&w.

GBSC frp in CP, MCO, bdr, t/w: Lot 11, Blk 126, Rose City Park.

ffi, No Ezeptions.

Sig (b) (6)  
Ack

, h&w.

23642 832-148

Set of Mtg May 29 1945

May 26 1947

JM

24659

Mortgage \$3900 May 26, 1947

(b) (6)

h&w to

Pacific First Federal Savings and Loan Association of  
Tacoma, a Federal corp

Lots 10 and 12 in Block 54, Irvington Park, within  
the CP MCO, rips, extras

Gvn to SP pr ned for \$3900.00 pr and int payable in  
mntly insts of \$35.02, commencing June, 1947,  
and ending November 1959

Sig Ack

24660

U S Discharge

24661

Deed \$2,325.00 April 22, 1947

Multnomah County, a political subdiv of the S/O  
to The Skookum Company, Inc., a corp of Ore

Wheras, ult Co acquired the r p hereinafter desc thr  
the frolsre of liens for delinq taxes; and  
Said ppty was offered for sale.

Grantee has offered \$2,325.00 for said ppty  
Now Therefore, GBSC all the fol bdrp in MCO, towit:  
Lots 1, 2, 7, and 8, Block 6, St. Johns, within the  
CP MCO

Signed: Multnomah County, Oregon, by Alan Brown, Chairman  
by F L Shull, Commr; by Tom H West, Commr (Seal)

Attest: Al L Brown, County Clerk, by Gerpha R Gloss, Dep.

Approved as to form: John B McCourt, Dist Atty, by

Manche I Langley, Deputy.

Deed approved: Mult Co Land Dept; by Lansing Stout, Land Agent  
Ack

24662

WD \$10 May 20, 1947 (IRS ex 9.35 enc)

(b) (6)

(b) (6)

h&w to (b) (6)

and

GBSC all the fol bdrp in MCO:

Lot 10 Block 10, Jawndale, in the CP

ffi

Sig Ack

24663

Mortgage \$5250 May 21, 1947

(b) (6)

h&w to



52702

WD \$10 Oct 19 1951 (\$17.60 IRS cancel)

(b) (6)

h&amp;w to Skookum Company,

inc., an ore corp, its s&amp;a

gbsc all the up sit in the MCO bdaf t/w:

Lots 3, 4, 5 and 6, Blk 5, ST. JCHNS, in the C/P, MCO

ffi

Sig &amp; Ack Co of Los Angeles, Calif.

xvest

Oct 29 1951

52703

Chat Sat of Mtg Oct 24 1951

~~RECONSTRUCTION~~ Reconstruction Finance Corporation, a corp  
to Portland Chain Manufacturing Co.

Sat chat mtg md by sp to fp dt July 26 1939 wch Mtg was  
filed July 26 1939 as Chat Mtg No. 12064 Mtgs MCO. This sat is  
exec in lieu of Sat of Mtg previously exec by the Undersigned  
Aug 11 1942 and wch document is purported to hve been lost

Sig by William Kennedy (Atty in Fact) (no cp sl shwn)  
Ack

52704

Relinquishment of Leasehold Rights Oct 24 1951

Reconstruction Finance Corporation to Portland Chain Manufacturing  
Co.

For the cons below expressed, fp does hrby fully and completely  
rel, surrender and relinquish all the leasehold and othr rights  
privileges, and benefits granted to it by t-ctn "Lease" dtd  
July 26 1939 gvn by sp as lessor filed in MCO on July 26 1939  
and now of rec in Bk 506 pg 356 Dd Recs of sd Co.

The cons supportg this relinquishmt is the pmt in full of the  
indebtness descdb in the abv-descdb ~~RECONSTRUCTION~~ "Lease."

This relinquishmt is exec and delivrd in lieu of relinquishmt  
of leasehold rights previously exec by the undersigned Aug 11,  
1942, and wch document is purported to have been lost.

Sig by William Kenney, Atty in Fact  
Ack

52705

Affidavit

Oct 25 1951

14871

July 13 1938

Shrf's D \$5000 Jul, 13 1938 114-561  
\$5 IRS canMartin T Pratt, Shrf of MCO to The Skookum Company,  
Inc., an Ore corp

Suit forcl mtg: West Coast Bancorporation an Ore corp  
 plttf & The Skookum Company an Ore corp, deft, Dec Sept.  
 26 1934 - Excn Sept. 28 1934 - levy md - due ntc of sl  
 Sold Oct. 29 1934 to West Coast Bancorporation an Ore corp  
 for sum of \$5000 h bdr - Sl conf Mar. 11 1935 no rdmpn  
 Whrs on Dec. 17 1934 sd West Coast Bancorporation an Ore corp  
 asgd of sl to The Skookum Company, Inc. an Ore corp  
 asgt was on Mar. 27 1935 recd Bk 287 pg 123 rec of Ds MCO

gbse ld in MCO: Lots 1, 2, 7, & 8 All in Blk 5 in Town  
 of St. Johns, w/ C/P

Sig &amp; Ack

14872

Sat Mtg Jul 7 1938

Home Owners' Loan Corporation a corp of USA authz  
 Act of Congress dtd June 13 1933 to (b) (6) a  
 widr,

Sat mtg md by sp dt Mar. 5 1934 recd MCO in Bk 253 pg  
 432 on Mar. 7 1934

Sig. by Walker A Hale, A. Regnl Treas (Cor sl)  
 Ack C&C San Francisco Calif Jul 8 1938

14873

Ptl sat Mtg / June 29 1938

The Board of the Church Erection Fund of the General  
 Assembly of the Presbyterian Church in the United States  
 of America fp & Marshall Street Presbyterian Church, of  
 Portland, Oregon, sp

Whrs sp by mtg dt Sept. 22 1905 recd MCO Bk 257 pg 367  
 on Sept. 25 1905 for cons thin mentd & to secure  
 pmt of money thin specified did cy lds - unto fp -  
 def t/w: to

Lts 5 & 8 Blk 180 of Couch's Addition/sd City  
 of Portland.

Whrs fp at request of sp hath agreed to gv up & surrender  
 the lds heaf desc unto sp & to hold & retain residue of  
 mtgd lds ~~xxxxxxx~~ as security for money remng due on sd  
 mtg.

Now - fp in pursuance of sd agmt & in cons of \$1 pd by  
 sp doth & rel & c unto sp all t part of sd mtgd lds def:  
 of

Lt 8 Blk 180/Couch's Addition to the City of Portland.

WARRANTY DEED

BOOK 2091 PAGE 1752

Manufacturing Management, Inc., an Oregon corporation ("Grantor") conveys and warrants to Crawford Street Corporation, an Oregon corporation ("Grantee") that certain real property described on the attached Exhibit A, which is a part of this Warranty Deed, free of encumbrances except as specifically set forth in the attached Exhibit B, which is a part of this Warranty Deed.

The true consideration for this conveyance is zero; however, the actual consideration consists of other property or value given, which is the whole consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

DATED this 17 day of March, 1988.

MANUFACTURING MANAGEMENT, INC.

By: Ralph Miller  
Ralph Miller, President

STATE OF OREGON                    )  
  ) ss.  
County of Multnomah            )

The foregoing instrument was acknowledged before me this 17 day of March, 1988 by Ralph Miller, President of Manufacturing Management, Inc., a corporation, on behalf of the corporation.

Winnie LePberg  
Notary Public for Oregon  
My Commission expires: 8/90

Until a change is requested,  
all tax statements shall be  
sent to the following address:

Crawford Street Corporation  
4927 N. W. Front Avenue  
Portland, Oregon 97210



APR - 1 1988

## EXHIBIT "A"

The two following described parcels of land in Section 12, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon:

PARCEL I:

Beginning at the intersection of the Southerly line of N. Crawford Street and the Westerly line of N. Richmond Avenue; thence Southerly along the Westerly line of N. Richmond Avenue to the Northerly line of N. Bradford Street; thence Westerly along the Northerly line of N. Bradford Street to the center line of vacated N. John Avenue; thence Northerly along the center line of vacated N. John Avenue to the Southerly line of N. Crawford Street; thence Easterly along the Southerly line of N. Crawford Street to the point of beginning.

PARCEL II:

Beginning at the intersection of the Northerly harbor line of the Willamette River and the Easterly line of N. Burlington Avenue; thence Northerly along the Easterly line of N. Burlington Avenue to the Southerly line of N. Bradford Street; thence Easterly along the Southerly line of N. Bradford Street to the Southerly extension of the Westerly line of N. Richmond Avenue; thence Southerly along the Southerly extension of the Westerly line of N. Richmond Avenue to the Northerly harbor line of the Willamette River; thence Westerly along the Northerly harbor line of the Willamette River to the point of beginning.

EXCEPTING THEREFROM that portion of Block 1, TOWN OF ST. JOHNS, conveyed to the Oregon Railroad and Navigation Company, by deed, recorded February 19, 1902, in Deed Book 287, at page 206, described as follows:

Beginning at the Northwesterly corner of Lot 5, in said Block 1; thence Easterly along the Northerly line of said Block to the Northeasterly corner of said Block, being the Northeast corner of Lot 8, in said Block; thence Southerly along the Easterly line of said Lot, a distance of 30 feet to a point; thence Westerly on a straight line to the place of beginning.

FURTHER EXCEPTING THEREFROM the following parcel being a portion of Block 3 and Block 4, River Lots, vacated Leavitt Avenue and N. Albany Street, TOWN OF ST. JOHNS, in the City of Portland, and being a portion of Section 12, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, being more particularly described as follows:

-2-

Beginning at a 5/8" iron rod located at the Northwest corner of Block 4, River Lots, TOWN OF ST. JOHNS; thence along the Westerly line of said Block 4, also being the Easterly right-of-way line of N. Burlington Avenue, South 26° 07' 19" West a distance of 154.70 feet to the true point of beginning of the following described parcel; thence leaving the Easterly right-of-way line of N. Burlington Avenue, South 63° 27' 11" East a distance of 370.64 feet; thence parallel with the said Easterly right-of-way line, South 26° 07' 19" West a distance of 116.6 feet, more or less, to the top of existing bank; thence Westerly along the top of existing bank to a point on the Easterly right-of-way of N. Burlington Avenue and being located South 26° 07' 19" West a distance of 125.5 feet, more or less, from the true point of beginning; thence North 26° 07' 19" East a distance of 125.5 feet, more or less, to the true point of beginning. Containing 44,810 square feet, or 1.03 acres, more or less, and basis of bearing being the centerline of N. Burlington Avenue as per Multnomah County Survey Number 41512.

TOGETHER WITH the following described property located within the vacated portion of N. Richmond Avenue:

Beginning at a point on the Easterly line of Block 1, TOWN OF ST. JOHNS, 30 feet Southerly from the Northeasterly corner of said Block 1; thence Easterly along the Southerly right-of-way line of the Oregon-Washington Railroad, to a point which is 60 feet when measured at a right angle, from the Easterly line of said Block 1; thence Southerly and parallel to the Easterly line of said Block 100 feet; thence Westerly along a line perpendicular to the Easterly line of Block 1, 30 feet to the true point of beginning; thence continuing Westerly along a line perpendicular to the Easterly line of said Block 1, 30 feet to the Easterly line of said Block 1; thence Northerly along the Easterly line of said Block 1 to the Southerly right-of-way line of the above described railroad at a point 30 feet from the Northeasterly corner of said Block 1; thence Easterly along said Southerly right-of-way line to a point which is 30 feet, when measured at a right angle, from the Easterly line of said Block 1; thence in a Southerly direction along a line parallel to the Easterly line of said Block 1, to the true point of beginning; reserving, however, unto Grantor, its successors and assigns, an easement for the right of ingress and egress over and across said vacated portion of N. Richmond Avenue.

APR - 1 1988

-3-

FURTHER TOGETHER WITH the following described property located within the vacated portion of N. Burlington Avenue:

Beginning at the Northwestern corner of Block 4, TOWN OF ST. JOHNS; thence 100 feet Southerly along the Westerly line of said Block 4; thence perpendicular to said line Westerly 30 feet; thence perpendicular to said last mentioned line Northerly to the intersection with the Southerly line of N. Bradford Street; thence Easterly along said last mentioned line to the point of beginning; reserving, however, unto Grantor, its successors and assigns, an easement for the right of ingress and egress over and across said vacated portion of N. Burlington Avenue.

FURTHER TOGETHER WITH A non-exclusive easement, to be used in common with others for ingress and egress, described as follows:

(For identification purposes only: Lying within vacated N. Richmond Avenue)

Commencing at a point which is Southerly along the Easterly line of Block 1, TOWN OF ST. JOHNS, 30 feet from the Northeasterly corner of said Block 1; thence Southeasterly along the Southerly right-of-way line of the Oregon-Washington Railroad and Navigation Company to the point of beginning which is 60 feet measured perpendicular from the Easterly line of Block 1; thence Southerly and parallel to the Easterly line of Block 1, 100 feet; thence perpendicular to said last mentioned line Westerly 30 feet; thence perpendicular to said last mentioned line Northerly to its intersection with the Southerly right-of-way line of the Oregon-Washington Railroad and Navigation Company; thence Southeasterly along said line to the point of beginning.

FURTHER TOGETHER WITH a non-exclusive easement, to be used in common with others, for ingress and egress, described as follows:

(For identification purposes only: Lying within vacated N. Burlington Avenue)

Beginning at the Northeasterly corner of Block 6, JAMES JOHNS ADDITION TO THE TOWN OF ST. JOHNS; thence Southerly along the Easterly line of said Block to a point that bears Southerly 100 feet from the Northwest corner of Block 4 of THE TOWN OF ST. JOHNS (measured along the Westerly line of said Block 4) and 60 feet perpendicular Westerly to said Westerly line of Block 4; thence Easterly 30 feet perpendicular to said Easterly line of Block 6; thence Northerly parallel to said Easterly line to the Southerly line of N. Bradford Street; thence Westerly along said Southerly line to the point of beginning.

EXHIBIT B

BOOK 2091 PAGE 1756

1. Taxes, including current year, not assessed because of exemption. If the exempt status is terminated under the statute prior to the date on which the assessment roll becomes the tax roll in the year in which said taxes were assessed, an additional tax may be levied.

2. Rights and easements for commerce, navigation, recreation and fishery.

(Affects that part of Parcel II lying below the ordinary high water line of the Willamette River)

3. Any adverse claim based upon the assertion that :

(a) Some portion of said land is tide, submerged, or submersible land, or has been created by artificial means or has accreted to such portion so created.

(b) Some portion of said land has been brought within the boundaries thereof by a change in the location of the Willamette River.

(Affects that part of Parcel II lying above the ordinary low water mark of the Willamette River.)

4. Rights/title and/or interest of the O.W.R. & N. Company, acquired under:

Any existing spur tracks and/or any existing spur track agreements affecting the lands herein.

(Tax assessor's maps show spur tracks upon the Easterly portion of Parcel II herein.)

5. Easements for existing public utilities in vacated street areas, reserved in the various vacation ordinances effecting vacations, and the conditions imposed by said Ordinances (including, but not limited to, the various conditions pertaining to the location of any buildings upon vacated areas); certain of said Ordinances are as follows:

(a) Ordinance No. 14 (of the City of St. Johns) passed July 6, 1903, (parts of Albany Street, John Avenue and Charleston Avenue).

(b) Ordinance No. 98183 (Portland) passed April 8, 1953, (parts of Leavitt Avenue, John Avenue and Albany Street).

(c) Ordinance No. 110866 (Portland) passed October 7, 1959, (parts of John Avenue and Charleston Avenue).



## Exception No. 5 continued

- (D) Ordinance No. 110867 (Portland) passed October 7, 1959, (part of Richmond Avenue).
- (E) Ordinance No. 150458 (Portland) passed September 24, 1980, (part Burlington Avenue) a copy of which was recorded October 27, 1980 in Book 1479 at Page 1156).
- (F) Ordinance No. 153530 (Portland) passed July 14, 1982 (Parts of John Avenue and Charleston Avenue) a copy of which was recorded August 26, 1982, in Book 1514, Page 304.

## 6. An easement created by instrument, including the terms and provisions thereof,

Dated : February 7, 1975  
 Recorded : March 13, 1975 Book: 1031 Page: 1117  
 In Favor Of : Portland General Electric Co.  
 For : Electric power line purposes  
 Over : Block 1, Town of St. Johns, and adjacent land  
 (Easterly portion of Parcel II)

## 7. Ordinance No. 152942 of the City of Portland, passed March 4, 1982, including the terms and provisions thereof, a copy of which was recorded March 10, 1982 in Book 1583 at Page 1039.

Said Ordinance is headed "An Ordinance changing the zoning, amending the comprehensive plan map, changing the Willamette Greenway boundary, establishing Willamette Greeway Zoning and establishing the location of the Greenway Trail for property located within the St. Johns Riverfront Urban Rcnewal Area...".  
 (PARCELS I and II)

## 8. St. Johns Riverfront Development Urban Renewal Plan, and any and all modifications, amendments and supplements thereto, including, but not limited to, those instruments:

- (a) Ordinance No. 149929 (ordinance approving plan), passed July 3, 1980, a copy of which was recorded August 1, 1980 in Book 1459, Pages 433 through 524; and
- (b) Ordinance No. 152065 (ordinance approving 1st amendment), passed July 29, 1981, a copy of which was recorded September 16, 1987, in Book 2042, Page 1815;
- (c) Ordinance No. 152940 (ordinance approving 2nd amendment), passed March 5, 1982, a copy of which was recorded March 16, 1982, in Book 1584, Pages 1081 through 1140.  
 (PARCELS I and II)

9. Subject to the terms and provisions imposed by that certain deed recorded February 19, 1902 in Book 287 at Page 206 and any subsequent modifications thereto.

(Affects appurtenant easement rights over the railroad parcel in the Northeast corner of Block 1, TOWN OF ST. JOHNS)

10. Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms thereof,  
Recorded : January 29, 1988 Book: 2076 Page: 1705

11. Subject to the terms and provisions of that certain easement,  
Dated : January 29, 1988  
Recorded : January 29, 1988 Book: 2076 Page: 1756

(Affects appurtenant easement rights in vacated N. Burlington Avenue)

12. Subject to the terms and provisions of that certain easement,  
Dated : January 29, 1988  
Recorded : January 29, 1988 Book: 2076 Page: 1759

(Affects appurtenant easement rights in vacated N. Richmond Avenue)

13. An easement created by instrument, including the terms and provisions thereof,  
Dated : January 29, 1988  
Recorded : January 29, 1988 Book: 2076 Page: 1748  
In favor of : City of Portland, its successors and assigns  
For : ingress and egress  
Over : portions of vacated N. Burlington and vacated N. Richmond avenues

APR - 1 1988

023118

HILL, HUSTON, FERRIS & WALKER  
ATTORNEYS AT LAW  
720 S. W. WASHINGTON SUITE 750  
PORTLAND, OREGON 97205  
TELEPHONE (503) 254-3002

STATE OF OREGON  
Multnomah County

I, a Deputy for the Recorder of Conveyances, in and for  
said County, do hereby certify that the within instrument of  
writing was received for record and recorded in the record  
of said County.

APR - 1 1988 AM 9:15

RECORDING SECTION  
MULTNOMAH CO. OREGON

In Book

On Page

BOOK 2091 PAGE 1752

Witness my hand and seal of office aforesaid.

Recorder of Conveyances

*M. W. [Signature]*

Deputy

BOOK 2091 PAGE 1759

353

## BARGAIN AND SALE DEED

KNOWN ALL MEN BY THESE PRESENTS, That the CITY OF PORTLAND, acting by and through the PORTLAND DEVELOPMENT COMMISSION as the duly designated Urban Renewal Agency of the City of Portland ("Grantor"), for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto CRAWFORD STREET CORPORATION, an Oregon corporation ("Grantee"), its successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Multnomah, State of Oregon, described as follows, to-wit:

A tract of land in Section 12, Township 1 North, Range 1 West of the Willamette Meridian and being a portion of Block 3 and Block 4, TOWN OF ST. JOHNS, a portion of St. Johns River Lots, portions of vacated N. Levitt Avenue, vacated N. Albany Street and vacated N. Burlington Avenue, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a 5/8" iron rod located at the Northwest corner of Block 4, TOWN OF ST. JOHNS; thence, along the Westerly line of said Block, 4, also being the Easterly right of way line of N. Burlington Avenue, South 26° 07' 19" West, a distance of 154.70 feet to the true point of beginning of the following described parcel; thence leaving the Easterly right of way line of N. Burlington Avenue, South 63° 27' 11" East, a distance of 370.64 feet; thence parallel with the said Easterly right of way line, South 26° 07' 19" West, a distance of 116.6 feet, more or less, to the top of existing bank; thence Westerly along the top of existing bank to a point on the Easterly right of way of N. Burlington Avenue and being located South 26° 07' 19" West, a distance of 125.5 feet, more or less, from the true point of beginning; thence, North 26° 07' 19" East, a distance of 125.5 feet, more or less, to the true point of beginning.

TOGETHER WITH the Easterly 30 feet of that portion of N. Burlington Avenue which was vacated by Ordinance #150458 except the Northerly 100 feet thereof.

Subject, however, to the following exceptions:

See Attached Exhibit "A"

The true and actual consideration for this conveyance is ONE and NO/100 DOLLARS (\$1.00).

This deed is given by Grantor in accordance with the Counteroffer to Counter Proposal to Purchase Agreement dated January 13, 1989.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify uses.

DATED this 31st day of July, 1989.

(SEAL)

CITY OF PORTLAND, acting by and through the PORTLAND DEVELOPMENT COMMISSION as the duly designated Urban Renewal Agency of the City of Portland

APPROVED AS TO FORM:

*[Signature]*  
Portland Development Commission  
Legal Counsel

By: *[Signature]*  
ChairmanBy: *[Signature]*  
Secretary

STATE OF OREGON       )  
                              ) ss.  
County of Multnomah )

On this 31st day of July, 1989, before me, the undersigned, a notary public in and for said County and State, personally appeared the within named HARRY L. DEMOREST and C. DOUGLAS MCGREGOR, who are known to me to be the identical individuals described in and who executed the within instrument, and being first duly sworn, did say that HARRY L. DEMOREST is the Chairman and C. DOUGLAS MCGREGOR is the Secretary of the Portland Development Commission, a Commission of the City of Portland, a municipal corporation of the State of Oregon, which Commission is the duly designated Urban Renewal Agency of the City of Portland, and that the seal affixed to the foregoing instrument is the corporate seal of said Commission and that the said instrument was signed and sealed on behalf of said Commission by authority of the Portland Development Commission, and the said HARRY L. DEMOREST and C. DOUGLAS MCGREGOR acknowledged said instrument to be the free act and deed of said Commission.

(SEAL)

BEFORE ME

*[Signature]*  
Notary Public in Oregon  
My Commission expires: 7-13-91

Bargain and Sale Deed - Page 2

Exhibit "A"

1. Rights of the public and governmental bodies in and to any portion of the premises herein described lying below high water mark of the Willamette River.
2. Easements for utilities over and across the premises within the boundaries of vacated streets and avenues.
3. The spur tract rights of the Oregon-Washington Railroad and Navigation Company.
4. Disposition and Development Agreement, including the terms and provisions thereof, between the City of Portland, acting by and through the Portland Development Commission and Genstar Development, Inc., a New York corporation, dated June 17, 1980, recorded July 2, 1980 in Book 1432, page 398, Deed Records. (Affects property lying south of railroad right of way)
5. St. Johns Riverfront Development Urban Renewal Plan approved by City of Portland Ordinance #149929, recorded August 1, 1980 in Book 1439, page 433, as amended by Ordinance #152942, recorded March 10, 1987 in Book 1583, page 1039 and further amended by Ordinance #152940, recorded March 16, 1982 in Book 1584, page 1081, as further amended by Ordinance #152065 a copy of which was recorded September 16, 1987 in Book 2042, page 1815, Deed Records.
6. Conditions of City of Portland Ordinance #150438 pertaining to the vacation of N. Burlington Avenue, a copy of which was recorded October 27, 1980 in Book 1479, page 1156, Deed Records.

066264

AFTER RECORDING RETURN TO:

PORTLAND DEVELOPMENT COMMISSION  
1120 SW 5th AV, STE 1102  
Portland, OR 97204-1568

ATTN: Real Estate

UNDEL FURTHER NOTICE MAIL  
MY STATEMENTS TO:

MANUFACTURING MANAGEMENT, INC.,  
221 Oregon Corporation  
ATTN: Ralph Miller  
4927 NW Front AV  
Portland, OR 97210

STATE OF OREGON  
Multnomah County

I, a Deputy for the Recorder of Conveyances, in and for  
said County, do hereby certify that the within instrument of  
writing was received for record and recorded in the record  
of said County

89 AUG 14 PM 2:54

RECORDING SECTION  
MULTNOMAH CO. OREGON

In Book

On Page

BOOK 2227 PAGE 2134

Witness my hand and seal of office at said

Recorder of Conveyances

*m Budno*

Deputy

"D.H."

6-14-69

BOOK 2227 PAGE 2137



The STATE OF OREGON, acting by and through the Division of State Lands, GRANTOR, does hereby release and QUITCLAIM to Crawford Street Corporation, an Oregon corporation, GRANTEE, all right, title and interest in and to the following described real property:

All lands lying above the line of ordinary low water, as it exists today or may move in the future due to the natural acts of accretion and erosion, lying within the real property described on EXHIBIT "A" attached hereto and incorporated herein by this reference.

It is the intention of the Grantor, by executing this deed, to relinquish its claim to lands alleged to have been created by artificial filling along the riparian boundary of the subject lands as illustrated on the map attached hereto as EXHIBIT "B".

The true and actual consideration for the conveyance is: \$20,000, part of which also serves as consideration for the Quitclaim Deeds from the State of Oregon, Grantor, to the City of Portland, acting by and through the Portland Development Commission, as the duly designated Urban Renewal Agency of the City of Portland, Grantee; a Quitclaim Deed from Crawford Street Corporation, Grantor, to the STATE OF OREGON, Grantee and the settlement of the disputed claim regarding the above-described real property.

This deed is granted pursuant to instructions given by the State Land Board at the meeting of December 18, 1989.

"THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES."

Witness the seal of the Division of State Lands affixed this 19th day of March, 1990.

STATE OF OREGON, acting by and through the Division of State Lands

By: Martha O. Pagel

Martha O. Pagel, Director

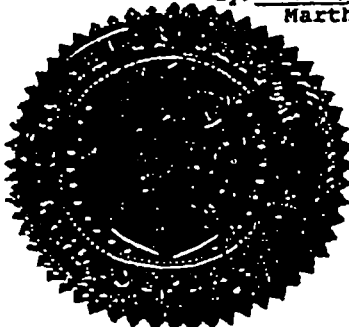
After Recording Return to:

Jon Deakin  
Portland Development Commission  
1120 SW Fifth Avenue, Suite 1100  
Portland, OR 97204

OK.

rjs: lch: lch: st-johns. qde  
February 23, 1990

QUITCLAIM DEED



The two following described parcels of land in Section 12, Township 1 North, Range 1 West of the Willamette Meridian in the County of Multnomah and State of Oregon:

Parcel I

Beginning at the intersection of the Southerly line of N. Crawford Street and the Westerly line of N. Richmond Avenue; thence Southerly along the Westerly line of N. Richmond Avenue to the Northerly line of N. Bradford Street; thence Westerly along the Northerly line of N. Bradford Street to the center line of vacated N. John Avenue; thence Northerly along the center line of vacated N. John Avenue to the Southerly line of N. Crawford Street; thence Easterly along the Southerly line of N. Crawford Street to the point of beginning.

Parcel II

Beginning at the intersection of the Northerly harbor line of the Willamette River and the Easterly line of N. Burlington Avenue; thence Northerly along the Easterly line of N. Burlington Avenue to the Southerly line of N. Bradford Street; thence Easterly along the Southerly line of N. Bradford Street to the Southerly extension of the Westerly line of N. Richmond Avenue; thence Southerly along the Southerly extension of the Westerly line of N. Richmond Avenue to the Northerly harbor line of the Willamette River; thence Westerly along the Northerly harbor line of the Willamette River to the point of beginning.

EXCEPTING THEREFROM that portion of Block 1, TOWN OF ST. JOHNS, conveyed to the Oregon Railroad and Navigation Company, by deed, recorded February 19, 1902, in Deed Book 287, Page 206, described as follows:

Beginning at the Northwestern corner of Lot 5, in said Block 1; thence Easterly along the Northerly line of said Block to the Northeast corner of said Block, being the Northeast corner of Lot 8, in said Block; thence Southerly along the Easterly line of said Lot, a distance of 30 feet to a point, thence Westerly on a straight line to the place of beginning.

FURTHER EXCEPTING THEREFROM the following parcel being a portion of Block 3 and Block 4, River Lots, vacated Leavitt Avenue and N. Albany Street, TOWN OF ST. JOHNS, in the City of Portland, and being a portion of Section 12, Township 2 North, Range 1 West, of the Willamette Meridian, in the County of Multnomah and the State of Oregon, being more particularly described as follows:

Beginning at a 5/8" iron rod located in the Northwest corner of Block 4, River Lots, TOWN OF ST. JOHNS; thence along the Westerly line of said Block 4, also being the Easterly right-of-way line of N. Burlington Avenue, South 26°07'19" West a distance of 154.70 feet to the true point of beginning of the following described parcel; thence leaving the Easterly right-of-way line of N. Burlington Avenue, South 63°27'11" East a distance of 370.64 feet; thence parallel with the said Easterly right-of-way line, South 26°07'19" West a distance of 116.6 feet, more or less, to the top of existing bank to a point on the Easterly right-of-way of N. Burlington Avenue and being located South 26°07'19" West a distance of 125.5 feet, more or less, from the true point of beginning; thence North 26°07'19" East a distance of 125.5 feet, more or less, to the true point of beginning, containing 44,810 square feet, or 1.03 acres, more or less, and basis of bearing being the centerline of N. Burlington Avenue as per Multnomah County Survey Number 41512.

TOGETHER WITH the following described property located within the vacated portion of N. Richmond Avenue:

Beginning at a point on the Easterly line of Block 1, TOWN OF ST. JOHNS, 30 feet Southerly from the Northeastery corner of said Block 1; thence Easterly along the Southerly right-of-way line of the Oregon-Washington Railroad, to a point which is 60 feet when measured at a right angle, from the Easterly line of said Block 1; thence Southerly and parallel to the Easterly line of said Block 100 feet; thence Westerly along a line perpendicular to the Easterly line of Block 1, 30 feet to the true point of beginning; thence continuing Westerly along a line perpendicular to the Easterly line of said Block 1; 30 feet to the Easterly line of said Block 1; thence Northerly along the Easterly line of said Block 1 to the Southerly right-of-way line of the above described railroad at a point 30 feet from the Northeastery corner of said Block 1; thence Easterly along said Southerly right-of-way line to a point which is 30 feet, when measured at a right angle from the Easterly line of said Block 1; thence in a Southerly direction along a line parallel to the Easterly line of said Block 1, to the true point of beginning; reserving, however, unto Grantor, its successors and assigns, an easement for the right of ingress and egress over and across said vacated portion of N. Richmond Avenue.

FURTHER TOGETHER WITH the following described property located within the vacated portion of N. Burlington Avenue;

Beginning at the Northwestery corner of Block 4, TOWN OF ST. JOHNS; thence 100 feet Southerly along the Westerly line of said Block 4; thence perpendicular to said line Westerly 30 feet; thence perpendicular to said last mentioned line Northerly to the intersection with the Southerly line of N. Bradford Street; thence Easterly along said last mentioned line to the point of beginning; reserving, however, unto Grantor, its successors and assigns, an easement for the right of ingress and egress over and across said vacated portion of N. Burlington Avenue.

FURTHER TOGETHER WITH A non-exclusive easement, to be used in common with others for ingress and egress, described as follows:

(For identification purposes only; Lying within vacated N. Richmond Avenue)

Commencing at a point which is Southerly along the Easterly line of Block 1, TOWN OF ST. JOHNS; 30 feet from the Northeastery corner of said Block 1; thence Southeastery along the Southerly right-of-way line of the Oregon-Washington Railroad and Navigation Company to the point of beginning which is 60 feet measured perpendicular from the Easterly line of Block 1; thence Southerly and parallel to the Easterly line of Block 1, 100 feet; thence perpendicular to said last mentioned line Westerly 30 feet; thence perpendicular to said last mentioned line Northerly to its intersection with the Southerly right-of-way line of the Oregon-Washington Railroad and Navigation Company; thence Southeastery along said line to the point of beginning.

FURTHER TOGETHER WITH a non-exclusive easement, to be used in common with others for ingress and egress, described as follows:

(For identification purposes only; Lying within vacated N. Burlington Avenue)

Beginning at the Northeastery corner of Block 6, JAMES JOHNS ADDITION TO THE TOWN OF ST. JOHNS; thence Southerly along the Easterly line of said Block to a point that bears Southerly 100 feet from the Northwest corner of Block 4 of THE TOWN OF ST. JOHNS (measured along the Westerly line of said Block 4) and 60 feet perpendicular Westerly to said Westerly line of Block 4; thence Easterly 30 feet perpendicular to said Easterly line of Block 6; thence Northerly parallel to said Easterly line to the Southerly line of N. Bradford Street; thence Westerly along said Southerly line to the point of beginning.

EXHIBIT A PAGE 2

# STATE CLAIMED FILLED LAND SETTLEMENT

BOOK 2291 PAGE 2506

Section 12, Township 1 North, Range 1 West and  
Section 7, Township 1 North, Range 1 East,  
Willamette Meridian, Multnomah County,

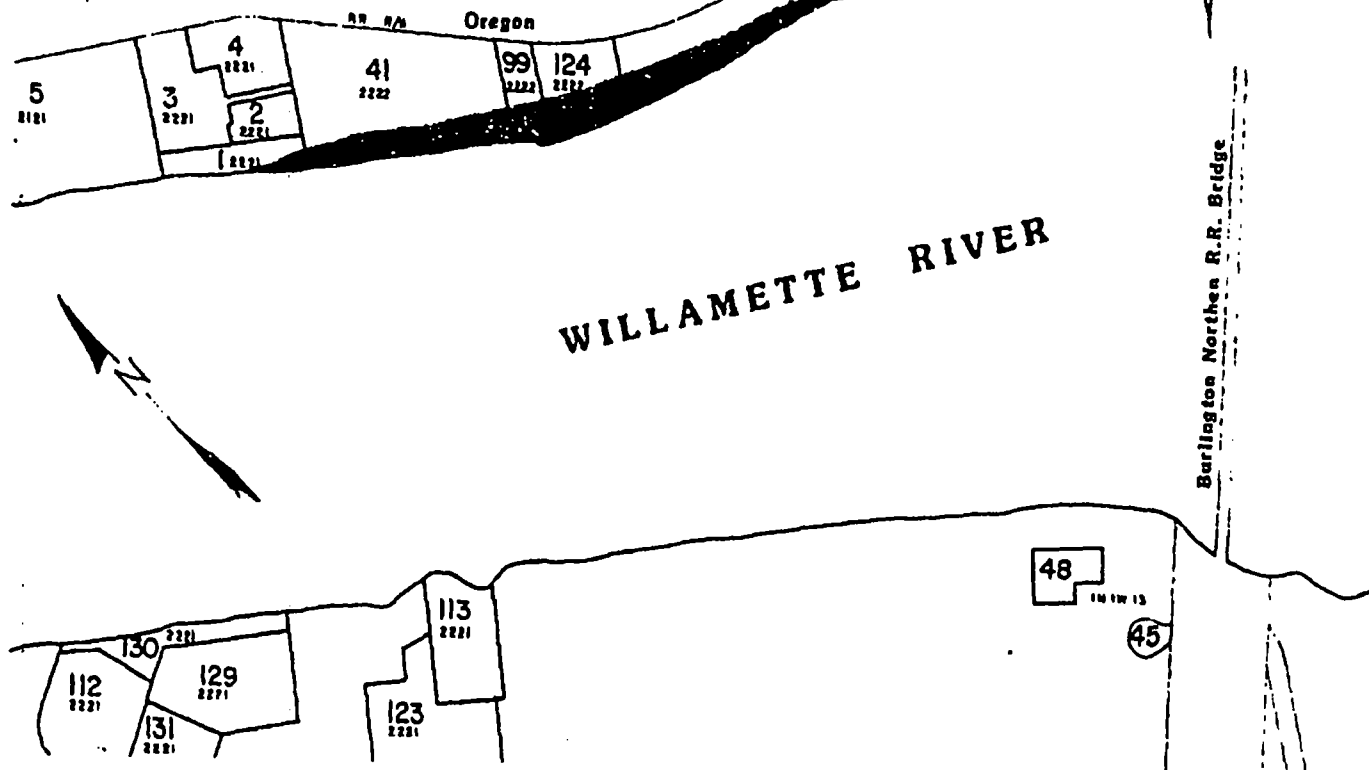


EXHIBIT B PAGE 1

4-12-90

4-12-90

030525

STATE OF OREGON

W. T. JAMES, County

I, a Deputy for the Recorder of Conveyances, in and for  
said County, do hereby certify that the within and foregoing  
instrument is a true and correct copy of the original  
of said County.

90 APR 12 PM 2:28

MILITARY CO. OREGON

Book

C-Page

BOOK 2291 PAGE 2503

ATTEST MY HAND AND SEAL OF OFFICE AT THIS

RECORDERS OFFICE

*M. Burns*

County

BOOK 2291 PAGE 2507

D.H.



# MULTNOMAH COUNTY OREGON

DIVISION OF ASSESSMENT AND TAXATION  
411 SW 6TH AVENUE #302  
PORTLAND, OREGON 97204  
RECORDING SECTION (503) 248-3034

Recorded in the County of Multnomah, Oregon  
C. Swick, Deputy Clerk

33.00

97060162 1:44pm 04/23/97

001 159745 04 03 000102  
R43 2 0.00 10.00 3.00 20.00 0.00 0.00

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vest

THIS PAGE IS A PART OF THE OFFICIAL DOCUMENT  
PLEASE DO NOT REMOVE

2

H:\WPDATA\SEALPOLM

APRIL 23 1997

20  
10  
3


## QUITCLAIM DEED

CITY OF PORTLAND, acting by and through the PORTLAND DEVELOPMENT COMMISSION, its duly designated Urban Renewal Agency, Grantor, releases and quitclaims to CRAWFORD STREET CORPORATION, Grantee, all right, title and interest in and to the following described real property,

That portion of the Westerly one-half of vacated N. John Avenue lying between the Northeasterly line of N. Bradford Street and the Southwesterly line of N. Crawford Street (Tax Account No. R73910-1160, Code 395)

The true and actual consideration for this conveyance is other than consideration which cannot be stated in terms of dollars.

Approved As To Form:

  
Portland Development Commission  
Karen M. Williams, General Counsel

City of Portland, acting by and through the Portland Development Commission as the duly designated Urban Renewal Agency of the City of Portland.

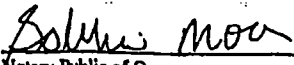
By:   
Carl B. Tilton, Chairman

By:   
John D. Eskildsen, Secretary

STATE OF OREGON)

County of Multnomah)

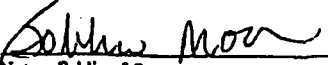
This instrument was acknowledged before me on this 1st day of March 1997, by Carl B. Tilton, as the Chairman of Portland Development Commission, the duly designated Urban Renewal Agency of the City of Portland.

  
Notary Public of Oregon  
My Commission Expires:

STATE OF OREGON)

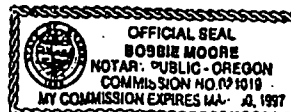
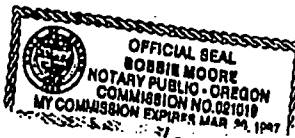
County of Multnomah)

This instrument was acknowledged before me on this 1st day of March 1997, by John D. Eskildsen, as the Secretary of Portland Development Commission, the duly designated Urban Renewal Agency of the City of Portland.

  
Notary Public of Oregon  
My Commission Expires:

After Recording Return to:  
Portland Development Commission  
1900 SW Fourth Ave., Suite 100  
Portland, OR 97201-5304

Send Tax Statement to: No Change



CHICAGO TITLE INSURANCE COMPANY OF OREGON  
HAS RECEIVED THIS INSTRUMENT AS AN ACCORD  
TO A CHARGE AND ASSUMES NO LIABILITY FOR  
RECORDING OR CANCELLING HEREIN, NOR DOES  
CHICAGO TITLE REPRESENT THAT IT WILL CREATE  
THE GRANT OR INTEREST IN REAL PROPERTY  
WHICH IT PURPORTS TO CREATE

CHICAGO  
1-97-04-28

APRIL 23 1997

**Multnomah Assessor  
PROPERTY INFORMATION**

TAXES

**Owner Name**

CRAWFORD STREET CORPORATION % SCHNITZER STEEL IND

**Property ID #**

R263874

**Owner Address**

ATTN BETTENCOURT,RICH  
3200 NW YEON AVE  
PORTLAND, OR 97210-0047

**Map Tax Lot #**

1N1W12CA -00200

**Situs Address**

8524 W/ N CRAWFORD ST  
PORTLAND, OR 97203

**Neighborhood**

C600

**Alternate Account Number**

R739100250

**Levy Code Area**

201 - EAST OF WILLAMETTE RIVER

**Deed**

INST

**Instrument**

20911752

**Year**

**Exemption**

**Tax Roll Description**

ST JOHNS; TL 200 BLOCK 1-4

**Expiration Date**

**Map Number**

2121 OLD

1N1W12CA -  
00200

**Parcel**

**Property Use**

A - VACANT LAND

**Split/Merge Account Message**

**Split/Merge  
Account**

**Acreage**

9.23

**Special Account Information**

**Year Built**

**Account Status**

A - Active

**Related Accounts**

**Linked Accounts**

**Last Certified Year (2005) Information for R263874**

Taxable Assessed Value	Real Market Value	Land Value	Improvement Value
\$574,340	\$1,337,510	\$1,337,510	\$0

**Important Information About R263874**

If applicable, the described property is receiving special valuation based upon its use. Additional rollback taxes which may become due based on the provisions of the special valuation are not indicated in this listing.

**Total Tax Payoff Amount**

Current Year Tax Owed	Interest Date	Total Tax Payoff Amount
\$0.00	02/14/2006	\$0.00

**Current Property Tax**

Third	Begin Balance	Amount Paid	Taxes Paid	Interest Paid	Discount	Date Paid
1st	3,798.59	3,798.59	3,798.59	0.00	0.00	11/14/05
2nd	3,798.59	3,646.65	3,646.65	0.00	151.94	11/14/05



3rd	3,798.58	3,608.65	3,608.65	0.00	189.93	11/14/05
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Information Subject to Disclaimer - See Home Page

#### Tax Summary

Year	Total Levied	Ad Valorem	Special Assessments	Principal	Interest	Date Paid	Total Owed
2005	11,395.76	11,395.76	0.00	0.00	0.00	11/14/05	0.00
2004	12,411.64	12,411.64	0.00	0.00	0.00	11/12/04	0.00
2003	12,136.98	12,136.98	0.00	0.00	0.00	11/17/03	0.00
2002	11,146.11	11,146.11	0.00	0.00	0.00	11/13/02	0.00

#### Property Tax History Summary

Tax Year	Taxes Levied	Total Paid	Taxes Paid	Interest Paid	Date Paid	Total Owed
2005	11,395.76	11,053.89	11,053.89	0.00	11/14/05	0.00
2004	12,411.64	12,039.29	12,039.29	0.00	11/12/04	0.00
2003	12,136.98	11,772.87	11,772.87	0.00	11/17/03	0.00
2002	11,146.11	10,811.73	10,811.73	0.00	11/13/02	0.00

#### Assessment History

Year	Improvements	Land	Special Mkt/Use	RMV	Exemptions	Assessed
2005	\$0	\$1,337,510	\$0 / \$0	\$1,337,510		\$574,340
2004	\$0	\$1,194,200	\$0 / \$0	\$1,194,200		\$557,620
2003	\$0	\$1,194,200	\$0 / \$0	\$1,194,200		\$541,380
2002	\$0	\$1,170,790	\$0 / \$0	\$1,170,790		\$525,620
2001	\$0	\$1,064,350	\$0 / \$0	\$1,064,350		\$510,320
2000	\$0	\$858,350	\$0 / \$0	\$858,350		\$495,460
1999	\$0	\$721,300	\$0 / \$0	\$721,300		\$481,030
1998	\$0	\$611,300	\$0 / \$0	\$611,300		\$467,020
1997	\$0	\$582,200	\$0 / \$0	\$582,200		\$453,420
1996	\$0	\$539,100	\$0 / \$0	\$539,100		\$539,100
1995	\$0	\$503,800	\$0 / \$0	\$503,800		\$503,800

#### 2006 Land Information (Unedited and Uncertified)

ID	Type	Acres	Sq Ft
L1	CVCL - CONVERTED COMMERCIAL SEGMENT	9.23	402059

#### 2006 Improvement Information (Unedited and Uncertified)

ID	Type	Class	Area	Year Built Actual/Effective
1	(CMYI) MISC YARD IMPROVEMENTS			

**Multnomah Assessor  
PROPERTY INFORMATION**

**Owner Name**

CRAWFORD STREET CORP % SCHNITZER STEEL IND

**Property ID #**

R263875

**Owner Address**

ATTN BETTENCOURT,RICH  
3200 NW YEON AVE  
PORTLAND, OR 97210-0047

**Map Tax Lot #**

1N1W12CA -00300

**Situs Address**

8524 W/ N CRAWFORD ST  
PORTLAND, OR 97203

**Neighborhood**

C600

**Alternate Account Number**

R739100380

**Levy Code Area**

201 - EAST OF WILLAMETTE RIVER

**Deed**

INST

**Instrument**

22272134

**Year**

**Exemption**

**Tax Roll Description**

ST JOHNS; TL 300 BLOCK 3

**Expiration Date**

**Map Number**

2121 OLD

1N1W12CA -  
00300

**Parcel**

**Property Use**

A - VACANT LAND

**Split/Merge Account Message**

**Split/Merge  
Account**

**Acreage**

**Special Account Information**

**Year Built**

**Account Status**

A - Active

**Related Accounts**

**Linked Accounts**

Last Certified Year (2005) Information for R263875			
Taxable Assessed Value	Real Market Value	Land Value	Improvement Value
\$9,190	\$21,700	\$21,700	\$0

Important Information About R263875	
If applicable, the described property is receiving special valuation based upon its use. Additional rollback taxes which may become due based on the provisions of the special valuation are not indicated in this listing.	

Total Tax Payoff Amount		
Current Year Tax Owed	Interest Date	Total Tax Payoff Amount
\$0.00	02/14/2006	\$0.00

Current Property Tax						
Third	Begin Balance	Amount Paid	Taxes Paid	Interest Paid	Discount	Date Paid
1st	60.78	60.78	60.78	0.00	0.00	11/14/05
2nd	60.78	58.35	58.35	0.00	2.43	11/14/05

3rd	60.78	57.74	57.74	0.00	3.04	11/14/05
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Information Subject to Disclaimer - See Home Page

Tax Summary							
Year	Total Levied	Ad Valorem	Special Assessments	Principal	Interest	Date Paid	Total Owed
2005	182.34	182.34	0.00	0.00	0.00	11/14/05	0.00
2004	198.75	198.75	0.00	0.00	0.00	11/12/04	0.00
2003	194.37	194.37	0.00	0.00	0.00	11/17/03	0.00
2002	178.56	178.56	0.00	0.00	0.00	11/13/02	0.00

Property Tax History Summary						
Tax Year	Taxes Levied	Total Paid	Taxes Paid	Interest Paid	Date Paid	Total Owed
2005	182.34	176.87	176.87	0.00	11/14/05	0.00
2004	198.75	192.79	192.79	0.00	11/12/04	0.00
2003	194.37	188.54	188.54	0.00	11/17/03	0.00
2002	178.56	173.20	173.20	0.00	11/13/02	0.00

Assessment History						
Year	Improvements	Land	Special Mkt/Use	RMV	Exemptions	Assessed
2005	\$0	\$21,700	\$0 / \$0	\$21,700		\$9,190
2004	\$0	\$19,370	\$0 / \$0	\$19,370		\$8,930
2003	\$0	\$19,370	\$0 / \$0	\$19,370		\$8,670
2002	\$0	\$18,990	\$0 / \$0	\$18,990		\$8,420
2001	\$0	\$17,260	\$0 / \$0	\$17,260		\$8,180
2000	\$0	\$13,920	\$0 / \$0	\$13,920		\$7,950
1999	\$0	\$11,700	\$0 / \$0	\$11,700		\$7,720
1998	\$0	\$9,900	\$0 / \$0	\$9,900		\$7,500
1997	\$0	\$9,400	\$0 / \$0	\$9,400		\$7,290
1996	\$0	\$8,700	\$0 / \$0	\$8,700		\$8,700
1995	\$0	\$8,100	\$0 / \$0	\$8,100		\$8,100

2006 Land Information (Unedited and Uncertified)			
ID	Type	Acres	Sq Ft
L1	CVCL - CONVERTED COMMERCIAL SEGMENT	1.25	54583

2006 Improvement Information (Unedited and Uncertified)				
ID	Type	Class	Area	Year Built Actual/Effective

**Multnomah Assessor  
PROPERTY INFORMATION**

**Owner Name**

CRAWFORD STREET CORP % SCHNITZER STEEL IND

**Property ID #**

R263876

**Owner Address**ATTN BETTENCOURT, RICH  
3200 NW YEON AVE  
PORTLAND, OR 97210-0047**Map Tax Lot #**

1N1W12BD -05800

**Situs Address**8524 WI/ N CRAWFORD ST  
PORTLAND, OR 97203**Neighborhood**

C600

**Alternate Account Number**

R739100840

**Levy Code Area**

201 - EAST OF WILLAMETTE RIVER

**Deed**

INST

**Instrument****Year****Exemption****Expiration Date****Tax Roll Description****Map Number**ST JOHNS; LOT 2&7 BLOCK 5; INC PT VAC ST LOT 1&8 BLOCK  
5

2121 OLD

1N1W12BD -  
05800**Parcel****Property Use**

WF - WHSE FLEX

**Split/Merge Account Message****Split/Merge  
Account****Acreage****Special Account Information****Year Built****Account Status**

1919

A - Active

**Related Accounts****Linked Accounts**

P379855, P379856, P379857, P379858

R263877, R263880, R263881

**Last Certified Year (2005) Information for R263876**

<b>Taxable Assessed Value</b>	<b>Real Market Value</b>	<b>Land Value</b>	<b>Improvement Value</b>
\$186,710	\$273,270	\$149,260	\$124,010

**Important Information About R263876**

If applicable, the described property is receiving special valuation based upon its use. Additional rollback taxes which may become due based on the provisions of the special valuation are not indicated in this listing.

**Total Tax Payoff Amount**

<b>Current Year Tax Owed</b>	<b>Interest Date</b>	<b>Total Tax Payoff Amount</b>
\$0.00	02/14/2006	\$0.00

**Current Property Tax**

<b>Third</b>	<b>Begin Balance</b>	<b>Amount Paid</b>	<b>Taxes Paid</b>	<b>Interest Paid</b>	<b>Discount</b>	<b>Date Paid</b>
1st	1,234.87	1,234.87	1,234.87	0.00	0.00	11/14/05
2nd	1,234.87	1,185.48	1,185.48	0.00	49.39	11/14/05

3rd	1,234.86	1,173.11	1,173.11	0.00	61.75	11/14/05
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Information Subject to Disclaimer - See Home Page

Tax Summary							
Year	Total Levied	Ad Valorem	Special Assessments	Principal	Interest	Date Paid	Total Owed
2005	3,704.60	3,704.60	0.00	0.00	0.00	11/14/05	0.00
2004	3,853.17	3,853.17	0.00	0.00	0.00	11/12/04	0.00
2003	3,849.62	3,849.62	0.00	0.00	0.00	11/17/03	0.00
2002	3,623.63	3,623.63	0.00	0.00	0.00	11/13/02	0.00

Property Tax History Summary						
Tax Year	Taxes Levied	Total Paid	Taxes Paid	Interest Paid	Date Paid	Total Owed
2005	3,704.60	3,593.46	3,593.46	0.00	11/14/05	0.00
2004	3,853.17	3,737.57	3,737.57	0.00	11/12/04	0.00
2003	3,849.62	3,734.13	3,734.13	0.00	11/17/03	0.00
2002	3,623.63	3,514.92	3,514.92	0.00	11/13/02	0.00

Assessment History						
Year	Improvements	Land	Special Mkt/Use	RMV	Exemptions	Assessed
2005	\$124,010	\$149,260	\$0 / \$0	\$273,270		\$186,710
2004	\$106,910	\$128,670	\$0 / \$0	\$235,580		\$181,280
2003	\$109,090	\$131,300	\$0 / \$0	\$240,390		\$176,000
2002	\$109,090	\$131,300	\$0 / \$0	\$240,390		\$170,880
2001	\$109,090	\$131,300	\$0 / \$0	\$240,390		\$165,910
2000	\$93,240	\$112,220	\$0 / \$0	\$205,460		\$161,080
1999	\$84,000	\$101,100	\$0 / \$0	\$185,100		\$156,390
1998	\$75,700	\$91,100	\$0 / \$0	\$166,800		\$151,840
1997	\$75,700	\$86,800	\$0 / \$0	\$162,500		\$147,420
1996	\$75,800	\$80,400	\$0 / \$0	\$156,200		\$156,200
1995	\$88,700	\$75,100	\$0 / \$0	\$163,800		\$163,800

2006 Land Information (Unedited and Uncertified)			
ID	Type	Acres	Sq Ft
L1	IND - INDUSTRIAL LAND	0.6	26000

2006 Improvement Information (Unedited and Uncertified)				
ID	Type	Class	Area	Year Built Actual/Effective
1	(CM) WAREHOUSE	MH		
1.1	(MA) MAIN		15750	1919
1.2	(MA) MAIN			1919 / 1919
2	(CMYI) MISC YARD IMPROVEMENTS			

**Multnomah Assessor  
PROPERTY INFORMATION**

**Owner Name**

CRAWFORD STREET CORP % SCHNITZER STEEL IND

**Property ID #**

R263877

**Owner Address**

ATTN BETTENCOURT, RICH  
3200 NW YEON AVE  
PORTLAND, OR 97210-0047

**Map Tax Lot #**

1N1W12BD -05900

**Situs Address**

8524 N CRAWFORD ST  
PORTLAND, OR 97203

**Neighborhood**

C600

**Alternate Account Number**

R739100920

**Levy Code Area**

201 - EAST OF WILLAMETTE RIVER

**Deed**

INST

**Instrument**

15050390

**Year**

**Exemption**

**Tax Roll Description**

ST JOHNS; LOT 3-6 BLOCK 5

**Expiration Date**

**Map Number**

2121 OLD

1N1W12BD -  
05900

**Parcel**

**Property Use**

WF - WHSE FLEX

**Split/Merge Account Message**

**Split/Merge  
Account**

**Acreage**

**Special Account Information**

**Year Built**

1948

**Account Status**

A - Active

**Related Accounts**

**Linked Accounts**

R263876, R263880, R263881

**Last Certified Year (2005) Information for R263877**

<b>Taxable Assessed Value</b>	<b>Real Market Value</b>	<b>Land Value</b>	<b>Improvement Value</b>
\$193,540	\$367,020	\$114,710	\$252,310

**Important Information About R263877**

If applicable, the described property is receiving special valuation based upon its use. Additional rollback taxes which may become due based on the provisions of the special valuation are not indicated in this listing.

**Total Tax Payoff Amount**

<b>Current Year Tax Owed</b>	<b>Interest Date</b>	<b>Total Tax Payoff Amount</b>
\$0.00	02/14/2006	\$0.00

**Current Property Tax**

<b>Third</b>	<b>Begin Balance</b>	<b>Amount Paid</b>	<b>Taxes Paid</b>	<b>Interest Paid</b>	<b>Discount</b>	<b>Date Paid</b>
1st	1,280.04	1,280.04	1,280.04	0.00	0.00	11/14/05
2nd	1,280.04	1,228.84	1,228.84	0.00	51.20	11/14/05

3rd	1,280.03	1,216.03	1,216.03	0.00	64.00	11/14/05
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Information Subject to Disclaimer - See Home Page

Tax Summary							
Year	Total Levied	Ad Valorem	Special Assessments	Principal	Interest	Date Paid	Total Owed
2005	3,840.11	3,840.11	0.00	0.00	0.00	11/14/05	0.00
2004	4,182.56	4,182.56	0.00	0.00	0.00	11/12/04	0.00
2003	4,090.06	4,090.06	0.00	0.00	0.00	11/17/03	0.00
2002	3,756.19	3,756.19	0.00	0.00	0.00	11/13/02	0.00

Property Tax History Summary						
Tax Year	Taxes Levied	Total Paid	Taxes Paid	Interest Paid	Date Paid	Total Owed
2005	3,840.11	3,724.91	3,724.91	0.00	11/14/05	0.00
2004	4,182.56	4,057.08	4,057.08	0.00	11/12/04	0.00
2003	4,090.06	3,967.36	3,967.36	0.00	11/17/03	0.00
2002	3,756.19	3,643.50	3,643.50	0.00	11/13/02	0.00

Assessment History						
Year	Improvements	Land	Special Mkt/Use	RMV	Exemptions	Assessed
2005	\$252,310	\$114,710	\$0 / \$0	\$367,020		\$193,540
2004	\$217,510	\$98,890	\$0 / \$0	\$316,400		\$187,910
2003	\$221,950	\$100,910	\$0 / \$0	\$322,860		\$182,440
2002	\$221,950	\$100,910	\$0 / \$0	\$322,860		\$177,130
2001	\$221,950	\$100,910	\$0 / \$0	\$322,860		\$171,980
2000	\$189,700	\$86,250	\$0 / \$0	\$275,950		\$166,980
1999	\$170,900	\$77,700	\$0 / \$0	\$248,600		\$162,120
1998	\$154,000	\$70,000	\$0 / \$0	\$224,000		\$157,400
1997	\$136,900	\$66,700	\$0 / \$0	\$203,600		\$152,820
1996	\$123,300	\$61,800	\$0 / \$0	\$185,100		\$185,100
1995	\$112,000	\$57,800	\$0 / \$0	\$169,800		\$169,800

2006 Land Information (Unedited and Uncertified)			
ID	Type	Acres	Sq Ft
L1	CVCL - CONVERTED COMMERCIAL SEGMENT	0.46	20000

2006 Improvement Information (Unedited and Uncertified)				
ID	Type	Class	Area	Year Built Actual/Effective
1	(CM) WAREHOUSE	MH		
1.1	(MA) MAIN		3444	1948
2	(Cbase) COMMERCIAL			
2.1	(MA) MAIN		11356	1964
3	(CMYI) MISC YARD IMPROVEMENTS			
3.1	(SP) SURFACE PARKING	1	2900	

**Multnomah Assessor  
PROPERTY INFORMATION**

**Owner Name**

CRAWFORD STREET CORP % SCHNITZER STEEL IND

**Owner Address**

ATTN BETTENCOURT,RICH  
3200 NW YEON AVE  
PORTLAND, OR 97210-0047

**Situs Address**

8424 N CRAWFORD ST  
PORTLAND, OR 97203

**Alternate Account Number**

R739101000

**Property ID #**

R263878

**Map Tax Lot #**

1N1W12BD -05700

**Neighborhood**

I600

**Levy Code Area**

201 - EAST OF WILLAMETTE RIVER

**Deed**

INST

**Instrument**

11750016

**Year**

**Exemption**

**Tax Roll Description**

ST JOHNS; TL 5700 LOT 1-8 BLOCK 6; LAND & IMPS

**Expiration Date**

**Map Number**

2121 OLD

1N1W12BD -  
05700

**Parcel**

**Property Use**

IS - INDUSTRIAL  
SPECIAL  
PURPOSE

**Split/Merge Account Message**

**Split/Merge  
Account**

**Acreage**

**Special Account Information**

**Year Built**

1972

**Account Status**

A - Active

**Related Accounts**

P379860, P379859, P559072, R263879

**Linked Accounts**

R263879

**Last Certified Year (2005) Information for R263878**

<b>Taxable Assessed Value</b>	<b>Real Market Value</b>	<b>Land Value</b>	<b>Improvement Value</b>
\$301,910	\$433,830	\$293,340	\$140,490

**Important Information About R263878**

If applicable, the described property is receiving special valuation based upon its use. Additional rollback taxes which may become due based on the provisions of the special valuation are not indicated in this listing.

**Total Tax Payoff Amount**

<b>Current Year Tax Owed</b>	<b>Interest Date</b>	<b>Total Tax Payoff Amount</b>
\$0.00	02/14/2006	\$0.00

**Current Property Tax**

<b>Third</b>	<b>Begin Balance</b>	<b>Amount Paid</b>	<b>Taxes Paid</b>	<b>Interest Paid</b>	<b>Discount</b>	<b>Date Paid</b>
1st	1,996.79	1,996.79	1,996.79	0.00	0.00	11/14/05



2nd	1,996.79	1,916.92	1,916.92	0.00	79.87	11/14/05
3rd	1,996.78	1,896.94	1,896.94	0.00	99.84	11/14/05

Information Subject to Disclaimer - See Home Page

#### Tax Summary

Year	Total Levied	Ad Valorem	Special Assessments	Principal	Interest	Date Paid	Total Owed
2005	5,990.36	5,990.36	0.00	0.00	0.00	11/14/05	0.00
2004	6,333.87	6,333.87	0.00	0.00	0.00	11/12/04	0.00
2003	5,452.42	5,452.42	0.00	0.00	0.00	11/17/03	0.00
2002	5,007.32	5,007.32	0.00	0.00	0.00	11/13/02	0.00

#### Property Tax History Summary

Tax Year	Taxes Levied	Total Paid	Taxes Paid	Interest Paid	Date Paid	Total Owed
2005	5,990.36	5,810.65	5,810.65	0.00	11/14/05	0.00
2004	6,333.87	6,143.85	6,143.85	0.00	11/12/04	0.00
2003	5,452.42	5,288.85	5,288.85	0.00	11/17/03	0.00
2002	5,007.32	4,857.10	4,857.10	0.00	11/13/02	0.00

#### Assessment History

Year	Improvements	Land	Special Mkt/Use	RMV	Exemptions	Assessed
2005	\$140,490	\$293,340	\$0 / \$0	\$433,830		\$301,910
2004	\$138,390	\$252,880	\$0 / \$0	\$391,270		\$293,120
2003	\$99,890	\$258,040	\$0 / \$0	\$357,930		\$243,210
2002	\$102,010	\$258,040	\$0 / \$0	\$360,050		\$236,130
2001	\$105,210	\$232,470	\$0 / \$0	\$337,680		\$229,260
2000	\$86,600	\$198,690	\$0 / \$0	\$285,290		\$202,770
1999	\$87,700	\$179,000	\$0 / \$0	\$266,700		\$196,870
1998	\$90,500	\$161,300	\$0 / \$0	\$251,800		\$191,140
1997	\$90,500	\$153,600	\$0 / \$0	\$244,100		\$185,580
1996	\$91,400	\$142,200	\$0 / \$0	\$233,600		\$233,600
1995	\$73,300	\$132,900	\$0 / \$0	\$206,200		\$206,200

#### 2006 Land Information (Unedited and Uncertified)

ID	Type	Acres	Sq Ft
L1	IND - INDUSTRIAL LAND	1.06	46000

#### 2006 Improvement Information (Unedited and Uncertified)

ID	Type	Class	Area	Year Built Actual/Effective
1	(CG) INDUSTRIAL	GB		
1.1	(MA) MAIN		11500	1972
2	(CMYI) MISC YARD IMPROVEMENTS			
2.1	(FENCE) FENCE	2		

**Multnomah Assessor  
PROPERTY INFORMATION**

**Owner Name**

COLUMBIA FORGE &amp; MACHINE WORKS&gt;

**Owner Address**3424 N CRAWFORD ST  
PORTLAND, OR 97203**Situs Address**8424 WI/ N CRAWFORD ST  
PORTLAND, OR 97203**Alternate Account Number**

R739101001

**Property ID #**

R263879

**Map Tax Lot #**

1N1W12BD -05700-A1

**Neighborhood**

I600

**Levy Code Area**

201 - EAST OF WILLAMETTE RIVER

**Deed**

INST

**Instrument****Year****Exemption****Tax Roll Description**

ST JOHNS; TL 5700 LOT 1-8 BLOCK 6; MACH &amp; EQUIP

**Expiration Date****Map Number**

2121 OLD

1N1W12BD -  
05700-A1**Parcel****Property Use**IS - INDUSTRIAL  
SPECIAL  
PURPOSE**Split/Merge Account Message****Split/Merge  
Account****Acreage**

0.53

**Special Account Information****Year Built****Account Status**

A - Active

**Related Accounts**

P379859, P559072

**Linked Accounts**

R263878

**Last Certified Year (2005) Information for R263879**

Taxable Assessed Value	Real Market Value	Land Value	Improvement Value
\$306,330	\$306,330	\$0	\$306,330

**Important Information About R263879**

If applicable, the described property is receiving special valuation based upon its use. Additional rollback taxes which may become due based on the provisions of the special valuation are not indicated in this listing.

**Total Tax Payoff Amount**

Current Year Tax Owed	Interest Date	Total Tax Payoff Amount
\$0.00	02/14/2006	\$0.00

**Current Property Tax**

Third	Begin Balance	Amount Paid	Taxes Paid	Interest Paid	Discount	Date Paid
1st	1,621.68	1,621.68	1,621.68	0.00	0.00	11/15/05
2nd	1,621.68	1,556.81	1,556.81	0.00	64.87	11/15/05

3rd	1,621.68	1,540.60	1,540.60	0.00	81.08	11/15/05
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Information Subject to Disclaimer - See Home Page

Tax Summary						
Year	Total Levied	Ad Valorem	Special Assessments	Principal	Interest	Date Paid
2005	4,865.04	4,865.04	0.00	0.00	0.00	11/15/05
2004	5,640.15	5,640.15	0.00	0.00	0.00	05/31/05
2003	5,885.15	5,885.15	0.00	0.00	0.00	05/17/04
2002	5,664.57	5,664.57	0.00	0.00	0.00	11/13/02

Property Tax History Summary						
Tax Year	Taxes Levied	Total Paid	Taxes Paid	Interest Paid	Date Paid	Total Owed
2005	4,865.04	4,719.09	4,719.09	0.00	11/15/05	0.00
2004	5,640.15	5,691.28	5,640.15	51.13	05/31/05	0.00
2003	5,885.15	5,967.07	5,885.15	81.92	05/17/04	0.00
2002	5,664.57	5,494.63	5,494.63	0.00	11/13/02	0.00

Assessment History						
Year	Improvements	Land	Special Mkt/Use	RMV	Exemptions	Assessed
2005	\$306,330	\$0	\$0 / \$0	\$306,330		\$306,330
2004	\$332,970	\$0	\$0 / \$0	\$332,970		\$332,970
2003	\$347,280	\$0	\$0 / \$0	\$347,280		\$347,280
2002	\$331,960	\$0	\$0 / \$0	\$331,960		\$331,960
2001	\$348,250	\$0	\$0 / \$0	\$348,250		\$348,250
2000	\$287,300	\$0	\$0 / \$0	\$287,300		\$287,300
1999	\$305,900	\$0	\$0 / \$0	\$305,900		\$299,030
1998	\$325,400	\$0	\$0 / \$0	\$325,400		\$290,330
1997	\$332,500	\$0	\$0 / \$0	\$332,500		\$281,880
1996	\$331,400	\$0	\$0 / \$0	\$331,400		\$331,400
1995	\$313,200	\$0	\$0 / \$0	\$313,200		\$313,200

2006 Land Information (Unedited and Uncertified)			
ID	Type	Acres	Sq Ft

2006 Improvement Information (Unedited and Uncertified)				
ID	Type	Class	Area	Year Built Actual/Effective
1	(ME) MACH & EQUIP	GB		

**Multnomah Assessor  
PROPERTY INFORMATION**

**Owner Name**

CRAWFORD STREET CORP % SCHNITZER STEEL

**Owner Address**

3200 NW YEON ST  
PORTLAND, OR 97210-1524

**Situs Address**

8524 WI/ N CRAWFORD ST  
PORTLAND, OR 97203

**Alternate Account Number**

R739101160

**Property ID #**

R263880

**Map Tax Lot #**

1N1W12BD -05600

**Neighborhood**

C600

**Levy Code Area**

201 - EAST OF WILLAMETTE RIVER

**Deed**

INST

**Instrument**

97060162

**Year**

**Exemption**

**Tax Roll Description**

ST JOHNS; TL 5600 BLOCK 6

**Expiration Date**

**Map Number**

2121 OLD

1N1W12BD -  
05600

**Parcel**

**Property Use**

WF - WHSE FLEX

**Split/Merge Account Message**

**Split/Merge  
Account**

**Acreage**

**Special Account Information**

**Year Built**

**Account Status**

A - Active

**Related Accounts**

**Linked Accounts**

R263876, R263877, R263881

**Last Certified Year (2005) Information for R263880**

Taxable Assessed Value	Real Market Value	Land Value	Improvement Value
\$7,720	\$13,880	\$13,880	\$0

**Important Information About R263880**

If applicable, the described property is receiving special valuation based upon its use. Additional rollback taxes which may become due based on the provisions of the special valuation are not indicated in this listing.

**Total Tax Payoff Amount**

Current Year Tax Owed	Interest Date	Total Tax Payoff Amount
\$0.00	02/14/2006	\$0.00

**Current Property Tax**

Third	Begin Balance	Amount Paid	Taxes Paid	Interest Paid	Discount	Date Paid
1st	51.06	51.06	51.06	0.00	0.00	11/14/05
2nd	51.06	49.02	49.02	0.00	2.04	11/14/05

3rd	51.06	48.50	48.50	0.00	2.56	11/14/05
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Information Subject to Disclaimer - See Home Page

Tax Summary						
Year	Total Levied	Ad Valorem	Special Assessments	Principal	Interest	Date Paid
2005	153.18	153.18	0.00	0.00	0.00	11/14/05
2004	166.92	166.92	0.00	0.00	0.00	11/12/04
2003	163.44	163.44	0.00	0.00	0.00	11/17/03
2002	150.11	150.11	0.00	0.00	0.00	11/13/02

Property Tax History Summary						
Tax Year	Taxes Levied	Total Paid	Taxes Paid	Interest Paid	Date Paid	Total Owed
2005	153.18	148.58	148.58	0.00	11/14/05	0.00
2004	166.92	161.91	161.91	0.00	11/12/04	0.00
2003	163.44	158.54	158.54	0.00	11/17/03	0.00
2002	150.11	145.61	145.61	0.00	11/13/02	0.00

Assessment History						
Year	Improvements	Land	Special Mkt/Use	RMV	Exemptions	Assessed
2005	\$0	\$13,880	\$0 / \$0	\$13,880		\$7,720
2004	\$0	\$11,960	\$0 / \$0	\$11,960		\$7,500
2003	\$0	\$12,210	\$0 / \$0	\$12,210		\$7,290
2002	\$0	\$12,210	\$0 / \$0	\$12,210		\$7,080
2001	\$0	\$12,210	\$0 / \$0	\$12,210		\$6,880
2000	\$0	\$10,430	\$0 / \$0	\$10,430		\$6,680
1999	\$0	\$9,400	\$0 / \$0	\$9,400		\$6,490
1998	\$0	\$8,500	\$0 / \$0	\$8,500		\$6,310
1997	\$0	\$8,100	\$0 / \$0	\$8,100		\$6,130
1996	\$0	\$7,500	\$0 / \$0	\$7,500	4	\$0
1995	\$0	\$7,000	\$0 / \$0	\$7,000	4	\$0

2006 Land Information (Unedited and Uncertified)			
ID	Type	Acres	Sq Ft
L1	CVCL - CONVERTED COMMERCIAL SEGMENT	0.14	6000

2006 Improvement Information (Unedited and Uncertified)				
ID	Type	Class	Area	Year Built Actual/Effective

**Multnomah Assessor  
PROPERTY INFORMATION**

**Owner Name**

CRAWFORD STREET CORPORATION % SCHNITZER STEEL IND

**Property ID #**

R263881

**Owner Address**

ATTN BETTENCOURT,RICH  
3200 NW YEON AVE  
PORTLAND, OR 97210-0047

**Map Tax Lot #**

1N1W12BD -05500

**Situs Address**

8524 WI/ N CRAWFORD ST  
PORTLAND, OR 97203

**Neighborhood**

C600

**Alternate Account Number**

R739101320

**Levy Code Area**

201 - EAST OF WILLAMETTE RIVER

**Deed**

INST

**Instrument**

20911752

**Year**

**Exemption**

**Tax Roll Description**

ST JOHNS; TL 5500 BLOCK 7&8

**Expiration Date**

**Map Number**

2121 OLD

1N1W12BD -  
05500

**Parcel**

**Property Use**

WD - WHSE  
DISTRIBUTION

**Split/Merge Account Message**

**Split/Merge  
Account**

**Acreage**

**Special Account Information**

**Year Built**

1959

**Account Status**

A - Active

**Related Accounts**

**Linked Accounts**

R263876, R263877, R263880

**Last Certified Year (2005) Information for R263881**

Taxable Assessed Value	Real Market Value	Land Value	Improvement Value
\$331,830	\$629,080	\$321,550	\$307,530

**Important Information About R263881**

If applicable, the described property is receiving special valuation based upon its use. Additional rollback taxes which may become due based on the provisions of the special valuation are not indicated in this listing.

**Total Tax Payoff Amount**

Current Year Tax Owed	Interest Date	Total Tax Payoff Amount
\$0.00	02/14/2006	\$0.00

**Current Property Tax**

Third	Begin Balance	Amount Paid	Taxes Paid	Interest Paid	Discount	Date Paid
1st	2,194.67	2,194.67	2,194.67	0.00	0.00	11/14/05
2nd	2,194.67	2,106.88	2,106.88	0.00	87.79	11/14/05

3rd	2,194.67	2,084.94	2,084.94	0.00	109.73	11/14/05
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Information Subject to Disclaimer - See Home Page

Tax Summary							
Year	Total Levied	Ad Valorem	Special Assessments	Principal	Interest	Date Paid	Total Owed
2005	6,584.01	6,584.01	0.00	0.00	0.00	11/14/05	0.00
2004	7,170.98	7,170.98	0.00	0.00	0.00	11/12/04	0.00
2003	7,012.32	7,012.32	0.00	0.00	0.00	11/17/03	0.00
2002	6,439.75	6,439.75	0.00	0.00	0.00	11/13/02	0.00

Property Tax History Summary						
Tax Year	Taxes Levied	Total Paid	Taxes Paid	Interest Paid	Date Paid	Total Owed
2005	6,584.01	6,386.49	6,386.49	0.00	11/14/05	0.00
2004	7,170.98	6,955.85	6,955.85	0.00	11/12/04	0.00
2003	7,012.32	6,801.95	6,801.95	0.00	11/17/03	0.00
2002	6,439.75	6,246.56	6,246.56	0.00	11/13/02	0.00

Assessment History						
Year	Improvements	Land	Special Mkt/Use	RMV	Exemptions	Assessed
2005	\$307,530	\$321,550	\$0 / \$0	\$629,080		\$331,830
2004	\$265,110	\$277,200	\$0 / \$0	\$542,310		\$322,170
2003	\$270,520	\$282,860	\$0 / \$0	\$553,380		\$312,790
2002	\$270,520	\$282,860	\$0 / \$0	\$553,380		\$303,680
2001	\$270,520	\$282,860	\$0 / \$0	\$553,380		\$294,840
2000	\$231,210	\$241,760	\$0 / \$0	\$472,970		\$286,260
1999	\$208,300	\$217,800	\$0 / \$0	\$426,100		\$277,930
1998	\$187,700	\$196,200	\$0 / \$0	\$383,900		\$269,840
1997	\$162,100	\$186,900	\$0 / \$0	\$349,000		\$261,990
1996	\$144,200	\$173,100	\$0 / \$0	\$317,300		\$317,300
1995	\$129,300	\$161,800	\$0 / \$0	\$291,100		\$291,100

2006 Land Information (Unedited and Uncertified)			
ID	Type	Acres	Sq Ft
L1	CVCL - CONVERTED COMMERCIAL SEGMENT	2.2	96000

2006 Improvement Information (Unedited and Uncertified)				
ID	Type	Class	Area	Year Built Actual/Effective
1	(CM) WAREHOUSE	MB		
1.1	(MA) MAIN		40000	1959
2	(CMYI) MISC YARD IMPROVEMENTS			
2.1	(SP) SURFACE PARKING	1	28000	
2.2	(FENCE) FENCE			

4-17-53  
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ORDINANCE NO. 98183

An Ordinance to amend Section 2 of Ordinance No. 97684, passed by the Council December 31, 1952, as amended by Ordinance No. 97735, passed by the Council January 14, 1953, so as to correct the description of property to be dedicated in lieu of certain street area vacated by said ordinance, and declaring an emergency.

The City of Portland does ordain as follows:

Section 1. The Council finds that by Ordinance No. 97684, passed by the Council December 31, 1952, certain street areas were vacated upon certain conditions and upon the dedication of certain property in lieu thereof; that said ordinance was amended by Ordinance No. 97735, passed by the Council January 14, 1953, so as more correctly to identify the petitioners for said vacation; that it now appears that the description of the property to be dedicated in lieu of the street area vacated contains certain errors and should not include a small triangle which extends into Block 48, A.L. Miner's Addition, which lies outside the continuation of N. Bradford Street, a part of the area to be dedicated in lieu of the area vacated; that therefore, said ordinance No. 97684, as amended should be further amended to make said correction; now, therefore, Section 2 of Ordinance No. 97684, entitled: "An Ordinance vacating all that portion of N. John Avenue lying between the southwesterly line of N. Bradford Street and the Southerly line of N. Albany Street; all that portion of N. Albany Street lying between the northwesterly line of N. John Avenue and the northerly line of Lot 2, Block 3, St. Johns; all that portion of N. Leavitt Street from the southwesterly line of N. Bradford Street to a line 100 feet southwesterly of said line of N. Bradford Street, upon certain conditions and upon the dedication of certain property in lieu thereof.", passed by the Council December 31, 1952, as amended by Ordinance No. 97735, entitled: "An Ordinance to amend Ordinance No. 97684, relating to the vacation of certain portions of N. John Avenue, N. Albany Street, and N. Leavitt Street, so as to more correctly identify petitioners, and declaring an emergency", passed by the Council January 14, 1953, be and the same hereby is amended to read as follows:

Section 2. There hereby is vacated the following described real property in the City of Portland, County of Multnomah and State of Oregon:



All that portion of N. John Avenue lying between the southwesterly line of N. Bradford Street and the southerly line of N. Albany Street; all that portion of N. Albany Street lying between the northwesterly line of N. John Avenue and the northerly line of Lot 2, Block 3, St. Johns; all that portion of N. Leavitt Street from the southwesterly line of N. Bradford Street to a line 100 feet southwesterly of said line of N. Bradford Street, in said City, County and State.

Provided, that there shall be dedicated concurrently herewith to the City of Portland as and for a street and highway for the benefit and use of the public, by a good and sufficient document, approved by the City Attorney as to form, in lieu of the property herein vacated, the following described real property, to-wit:

Lots 2 and 3, Block 3, DAYBREAK ADDITION; the Northerly 40.0 feet of Lots 1 and 2, Block 2, DAYBREAK ADDITION:

A strip of land 20.0 feet in width in Section 12, Township 1 North, Range 1 West of the Willamette Meridian, in the corporate limits of the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows: Beginning at the Northwest corner of Lot 3, Block 3, DAYBREAK ADDITION; thence South 71° 00' East along the Northerly line of said DAYBREAK ADDITION a distance of 526.34 feet to the northwest corner of Lot 1, Block 1, DAYBREAK ADDITION; thence North 25° 30' East along the Northerly prolongation of the East line of N. Mohawk Avenue a distance of 20.0 feet; thence North 71° 00' West parallel with the said Northerly line of DAYBREAK ADDITION a distance of 526.34 feet, to a point in the East line of N. Richmond Avenue; thence South 25° 30' West a distance of 20.0 feet to the place of beginning.

A tract of land in Section 12, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the Southwest corner of Lot 3, Block 36, A.L. MINER'S ADDITION; thence

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Northwesterly along the extension of the  
Northeasterly line of N. Bradford Street  
to the Southeasterly line of N. Richmond  
Avenue; thence Southwesterly along the  
Southeasterly line of N. Richmond Avenue  
to the Northeasterly line of the C.W.N.&N.  
Co. right of way; thence Southeasterly along  
the Northeasterly right of way line to point  
of intersection with the Southwesterly line of  
N. Bradford Street extended westerly; thence  
Southeasterly along the Southwesterly line of  
said N. Bradford Street to the Northwesterly  
corner of Block 49, A.L. MINER'S ADDITION;  
thence Northeasterly along the Northwesterly  
line of said Block 49 extended Northeasterly to  
the place of beginning.

Since the area of the proposed dedication is greater than street area proposed to be vacated, and inasmuch as the streets intersecting the proposed vacation are not improved, no assessment of special benefits is made.

Section 2. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland in this: in order that the intention of the parties with regard to area to be dedicated in lieu of street areas vacated may be correctly carried out without delay to building operations or to city control and supervision; therefore an emergency hereby is declared to exist and this ordinance shall be in force and effect from and after its passage by the Council.

APR 8 1953  
Passed by the Council

*Fred L. Peterson*  
Mayor of the City of Portland

Attest

*Will Gibson*  
Auditor of the City of Portland

Commissioner Bowes  
3/23/53  
MCR:gm

(SEAL) DOCUMENT /707/ RECORDED APR 17 1953 2:09 P M SI COHN, County CL

110866  
122

ORDINANCE NO. 110866

An Ordinance vacating portions of N. Leavitt Avenue, N. John Avenue and N. Charleston Avenue, under certain terms and conditions.

WHEREAS it appears to the Council that under date of April 17, 1959, Portland Manufacturing Company, by Duane Autzen, and the Skookum Company, Inc., by P.A.D. Hobbs, filed with the City Auditor a petition for the vacation of all that portion of N. Leavitt Avenue lying between the northeasterly line of N. Bradford Street and the southwesterly line of N. Crawford Street; also all that portion of N. John Avenue lying between the northeasterly line of N. Bradford Street and a line 15 feet southwesterly of and parallel to the southwesterly line of N. Crawford Street; also all that portion of N. Charleston Avenue lying between the northeasterly line of N. Bradford Street and a line 15 feet southwesterly from and parallel to the southwesterly line of N. Crawford Street, in the corporate limits of the City of Portland, County of Multnomah, Oregon, under the applicable provisions of ORS 271.010 to and including 271.230, and also filed with the Auditor the consents in writing of all owners of property abutting upon the portions of said streets to be vacated, and of more than two-thirds in area of all the real property affected by such vacation; that thereupon the City Auditor gave notice by posting and publication for a period of four successive weeks that said petition, together with any objections, remonstrances or claims for damage which may be made in writing and filed with the Auditor of the City of Portland, Oregon, prior to the time of hearing, would be heard and considered by the Council of the City of Portland, Oregon, at a regular meeting to be held at 9:30 a.m., September 9, 1959, at which time said hearing was continued to September 16, 1959, in the Council Chambers of the City Hall of said City; that said notice was first published in the City's official newspaper, to wit: the Daily Journal of Commerce on August 7, 1959, and said Auditor within five days after said first publication further published said matter by posting nine (9) notices headed "Notice of Street Vacation" in nine (9) conspicuous places in the area of said streets proposed to be vacated in the places therein described and designated as follows:

<u>Location</u>	<u>Object to which attached</u>
At the approximate intersection of the southe...ly line of N. Crawford Street and the easterly line of N. Leavitt Avenue	On a stake
On the approximate easterly line of N. Leavitt Avenue approximately 100 feet southerly of the southerly line of N. Crawford Street	On a stake

LocationObject to which attached

At the approximate intersection of the westerly line of N. Leavitt Avenue and the northerly line of N. Bradford Street

On a stake

On the approximate easterly line of N. John Avenue approximately 15 feet southerly of the southerly line of N. Crawford Street

On a pole

On the approximate easterly line of N. John Avenue approximately 100 feet southerly of the southerly line of N. Crawford Street

On a pole

At the approximate intersection of the westerly line of N. John Avenue and the northerly line of N. Bradford Street

On a stake

On the approximate easterly line of N. Charleston Avenue approximately 15 feet southerly of the southerly line of N. Crawford Street

On a stake

On the approximate westerly line of N. Charleston Avenue approximately 100 feet southerly of the southerly line of N. Crawford Street

On a stake

At the approximate intersection of the easterly line of N. Charleston Avenue and the northerly line of N. Bradford Street

On a stake

AND WHEREAS said matter came on regularly for hearing on September 16, 1959, and no one appeared to object thereto and no objection or remonstrance, nor any claim for damages were filed or made against the same, and

WHEREAS the Council finds that the petition for said vacation has been investigated by the City Engineer, who recommends that the vacation be partially granted subject to certain conditions as set forth in his report dated July 16, 1959; and

WHEREAS the Council finds that the reason for this vacation is for general business purposes the same as adjacent ground and particularly for industrial purposes, and the particular circumstances for such vacation are to consolidate petitioner's properties; and

WHEREAS, the Port of Portland by resolution adopted at a meeting held September 14, 1959, and the Commission of Public Docks by letter dated September 2, 1959, approved the said proposed vacation; and

WHEREAS the Council finds that the vacation of the public street area herein described will not injuriously affect the market value of the property abutting or affected by such vacation, but such vacation is in the public interest, and said vacation in all respects will be for the public welfare, and it further appearing that all things have been done as provided by law for the vacation of said street area and that final action should now be taken thereon and such vacation shall be made a matter of record; now, therefore,

The City of Portland does ordain as follows:

Section 1. It hereby is ascertained and determined that said vacation will not injuriously affect the market value of any of the property abutting upon said street area to be vacated but will be beneficial thereto; that the consent of the owners of all of the property adjacent or abutting the area to be vacated has been obtained in writing, duly acknowledged and filed as hereinabove stated; that the consent of the owners of more than two-thirds in area of all the owners of real property affected by said vacation has also been filed; that notice has been duly and regularly given of such vacation and hearings thereon duly and regularly had and the Council found and does now find that the public interest will not be prejudiced thereby, but that said vacation will enhance the public interest and welfare; that the vacation should be granted with conditions as outlined in the City Engineer's report, as herein-after recited, all of which determinations hereby are made a matter of record.

Section 2. There hereby is vacated the following described property in the City of Portland, County of Multnomah, State of Oregon to wit:

- a. That portion of N. Leavitt Avenue lying between the northeasterly line of N. Bradford Street and a line 15 feet southwesterly of and parallel to the southwesterly line of N. Crawford Street.  
*104-125/5 St. Johns 9 425/6*
- b. That portion of N. John Avenue lying between the northeasterly line of N. Bradford Street and a line 15 feet southwesterly of and parallel to the southwesterly line of N. Crawford Street.  
*115/6 - 495/7*
- c. That portion of N. Charleston Avenue lying between the northeasterly line of N. Bradford Street and a line 15 feet southwesterly from and parallel to the southwesterly line of N. Crawford Street.  
*115/7 - 4-5/8 St. Johns.*

Provided that there shall be dedicated concurrently herewith to the City of Portland as and for a street and highway for the benefit and use of the public, by good and sufficient documents, approved by the City Attorney as to form, in lieu of the property herein vacated, the following parcels of land:

a. A tract of land in Sect. n 12, T1N, R1W, W.M. and more fully described as follows:

Beginning at an iron pipe at the northwesterly corner of Block 25, A.L. Miner's Addition; thence north  $64^{\circ} 25'$  West and parallel with the southerly line of N. Willamette Boulevard 500.1 feet to an iron pipe; thence North  $70^{\circ} 56'$  West 161.7 feet to an iron pipe on the easterly line of N. Richmond Street; thence North  $25^{\circ} 22' 30''$  East along the easterly line of N. Richmond Street 60.0 feet to an iron pipe; thence south  $70^{\circ} 56'$  East 161.7 feet to an iron pipe; thence South  $64^{\circ} 25'$  East 500.0 feet to an iron pipe at the southwest corner of Block 24, A.L. Miner's Addition; thence South  $25^{\circ} 15'$  West along the westerly line of A.L. Miner's Addition 60.0 feet to the point of beginning.

b. A portion of Block 12, as platted in James John's 2nd Addition and described as follows:

Beginning at the northwesterly corner of said Block 12; thence easterly along the north line of said Block 12 a distance of 50 feet; thence southeasterly in a straight line to a point in the easterly line of Block 12, said point lying 50 feet northerly from the southeast corner thereof; thence southerly to the southeasterly corner of said Block 12; thence westerly along the southerly line of Block 12, a distance of 77.27 feet to a point; thence northwesterly in a straight line to a point on the westerly line of said Block 12, said point lying 77.27 feet southerly of the northwesterly corner thereof; thence northerly 77.27 feet to the point of beginning.

c. A portion of Block 37, A.L. Miner's Addition, and described as follows:

Beginning at the southeasterly corner of said Block 37; thence westerly along the southerly line of said Block 37, a distance of 63.64 feet to a point; thence northwesterly in a straight line to a point in the westerly line of Lot 11, of said Block 37, said point lying 13.64 feet southerly from the northwesterly corner of said Lot 11; thence northerly 13.64 feet to the northwesterly corner of said Lot 11; thence easterly along the northerly line of Lots 11, 12, 13, 14, 15 and 16, to the easterly line of said Block 37; thence southerly along said easterly line 100 feet to the point of beginning.



Section 3. The petitioner shall pay all cost for the improvement of the parcel described in Section 2, parcel "a" above in accordance with plans and specifications furnished by the City Engineer. Also, in the event it becomes necessary for the City to acquire by condemnation or otherwise any portion of property described in said parcel "a" above, the petitioner shall pay the costs of acquisitions and all related expenses and shall deposit with the City Treasurer in a trustee account an amount sufficient to defray said costs and expenses, as determined by the City Attorney, from which amount said costs and expenses may be paid.

Section 4. This vacation is made upon the further conditions

a. That the petitioner pay all costs incidental to the vacation proceedings herein.

b. This vacation is made upon the condition and with the reservation that nothing herein contained shall cause or require the removal of or abandonment of any sewer, water main, gas main, conduit of any kind, wire, pole or thing used or intended to be used for any public service, and the right hereby is reserved for the owner of any such utility or thing to maintain, continue, repair, reconstruct, renew, replace, rebuild and/or enlarge any and all such things; that no building or structure of any kind shall be built or erected within a distance of ten feet from the center line of any such utility, except by written consent of the City Engineer and the owner of such utility first had; and that any and all contemplated building plans in said vacated area shall be submitted for approval to the City Engineer and to the Director, Bureau of Building Inspection, to the end that such construction may be so adjusted with reference to all public utilities in said area as to cause a minimum amount of danger or inconvenience to the public and to the owner of such utility and to protect and preserve the same as presently constructed or hereafter reconstructed, renewed, replaced and/or enlarged.

c. That the meter and service on the 6-inch water main in N. John Avenue adjacent to Lot 4, Block 7, James John's 2nd Addition be removed and relocated at the expense of the petitioner by the Bureau of Water Works, and that the petitioner agree to pay all costs incidental to such removal and relocation after such work is completed and a billing made therefor.

Section 5. Portland Manufacturing Company and the Skookum Company, Inc. shall file with the Auditor of the City of Portland an acceptance of this vacation, signed and acknowledged by an official representative of each company and approved by the City Attorney as to form, and the Auditor shall file for record with the County Clerk of Multnomah County, State of Oregon, a certified

copy of this ordinance and said acceptances thereof, as provided by law, and likewise file copies with the County Assessor and the County Surveyor of said county. The filings herein provided shall be at the expense of and shall be paid by the two petitioners.

Passed by the Council OCT 7 - 1959

*Ray A. LaBuck*  
Mayor of the City of Portland

Attest  
*Ray A. LaBuck*

Auditor of the City of Portland

Order of Council  
9-17-59  
AGB:gm



**DOCUMENT**

**NOT**

**AVAILABLE**

12e

Aug 10 1980

OFFICE OF

BOOK 1479 PAGE 1156

AUDITOR OF THE CITY OF PORTLAND

PORTLAND, OREGON 97204

BOOK 1479  
PAGE 1156

COPY CERTIFICATE

STATE OF OREGON,  
County of Multnomah,  
CITY OF PORTLAND.

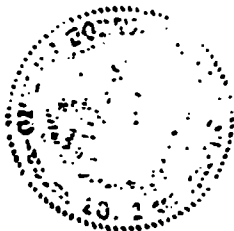
GEORGE YERKOVICH Auditor of the City of Portland, do hereby certify that I have compared the following copy of Ordinance No. 150458, passed by the Council, September 24, 1980, being "An Ordinance vacating all that portion of N. Burlington Avenue lying between the southwesterly line of N. Bradford Street and its terminus at the northeasterly line of the Willamette River, under certain conditions", and Acceptance thereof,

with the original thereof, and that the same is a full, true and correct copy of such original

ORDINANCE NO. 150458 and Acceptance

and of the whole thereof as the same appears on file and is retained in my office, and in my care and custody.

IN WITNESS WHEREOF, I have heretofore set my hand and seal of the City of Portland affixed this 10th day of October, 1980.



*George Yerkovich*

Auditor of the City of Portland

By

*Eana Larsen*

Deputy

UCI 27 1980

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OCT 27 1980

REVISED

## ACCEPTANCE

BOOK 1479 HAS 1157

OCT 7 3 46 PM 1980

662451 . . . . . AUDITOR  
CITY OF . . . . . ONE

Portland, Oregon, September 26, 1980

**GEORGE YEARDOVICH**  
Auditor of the City of Portland.  
Room 312, City Hall  
Portland, Oregon 97234

Dear Sir:

This is to advise the City of Portland, Oregon, that I hereby accept the terms and provisions of Ordinance No. 150458, passed by the Council September 24, 1980, vacating all that portion of N. Burlington Avenue lying between the southwesterly line of N. Bradford Street and its terminus at the northeasterly line of the Willamette River, under certain conditions.

and in consideration of the benefits to be received thereunder by me I hereby agree to abide by and perform each and all of the terms and provisions thereof applicable to me.

Very truly yours,

**PORTLAND DEVELOPMENT COMMISSION**

(CORPORATE  
SEAL)

Robert J. Holmes Executive Director  
1500 SW 1st, Portland, Or. 97201

**Address**

**Approved as to form:**

Thurston  
City Attorney

\*When an acceptance is required from a firm or corporation the Acceptance must be signed by an officer of the firm or corporation setting his or her official title, and corporations must affix the corporate seal.

OCT 27 1980

35

OCT 27 1964

An Ordinance vacating all that portion of N. Burlington Avenue lying between the southwesterly line of N. Bradford Street and its terminus at the northeasterly line of the Willamette River, under certain conditions.

The City of Portland ordains:

Section 1. The Council finds:

1. By Resolution No. 32716 adopted by the Council July 23, 1980, proceedings were initiated for the vacation of N. Burlington Avenue between N. Bradford Street and the Willamette River.
2. The vacation was initiated at the request of the Portland Development Commission to consolidate property for the St. Johns Riverfront Development Project.
3. The vacation is recommended by the Commissioner of Public Works, under certain conditions, set forth in the directive action below.
4. In accordance with O.R.S. 271.100, the Council fixed a time and place for public hearing before the Council; the Auditor published notice thereof, and posted notice in the area proposed to be vacated.
5. Other procedural requirements of O.R.S. 271 have been complied with and the Council having held a public hearing finds no objections were made or filed hereto and it is in the public interest that said street be vacated.

NOW, THEREFORE, the Council directs:

- a. All that portion of N. Burlington Avenue lying between the southwesterly line of N. Bradford Street and its terminus at the northeasterly line of the Willamette River, is hereby vacated.
- b. The vacation of the above described street areas is granted, subject to the following conditions and restrictions:

Nothing contained herein shall cause or require the removal or abandonment of any sewer or gas main, conduit of any kind, wire, pole or thing used, or intended to be used for any public service, (with the exception of an existing sewer for which no easement should be reserved), and the right hereby is reserved for the owner of any such utility or thing to maintain, continue, repair, reconstruct, renew, replace, rebuild, and/or enlarge any and all such things;

OCT 27 1980

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OCT 27 1980

ORDINANCE No.

BOOK 1479 PAGE 1159

that no building or structure of any kind shall be built or erected within a distance of ten feet from the centerline of any such utility, except with the prior written consent of the City Engineer and the owner of the utility and that any and all contemplated building plans in said vacated area shall be submitted for approval to the City Engineer and to the Director of the Bureau of Buildings, to the end that such construction may be so adjusted with reference to all public utilities in said area as to cause a minimum of danger or inconvenience to the public and to the owner of such utility and to protect and preserve the same as presently constructed or hereinafter reconstructed, renewed, replaced and/or enlarged.

Section 2.

- a. The City Auditor shall file with the recorder, the assessor, the surveyor of the county in which said property is located, a certified copy of this Ordinance and any map, plat or other record which may be required by law.

Passed by the Council, SEP 24 1980

ORDER OF COUNCIL  
Stu Keebaugh/jmh  
September 5, 1980

Attest:

*George Yerwood*

Auditor of the City of Portland

Page No. 2

OCT 27 1980

89422

OCT 27 1980

DOM 1479 WCI 1460

OCT 27 1980

VAC. OF N. BULLINGTON

CR 02 150458

83422

STATE OF OREGON  
Multnomah County  
Division of Planning and Development  
for and County, do hereby certify that the within  
mentioned is the record of the same as recorded and  
at said County of

MULTNOMAH COUNTY, OREGON  
OCT 27 1980-9 59 AM

1979  
152

Mr. Gurnea  
Division of Planning and Development  
Multnomah County  
Oregon

RETURN TO CITY AUDITOR  
CITY HALL  
1000 OREGON 97204

1402

89422

OCT 27 1980

12f

Aug 26 1982

OFFICE OF

AUDITOR OF THE CITY OF PORTLAND

PORTLAND, OREGON 97204

ROOM 200  
CITY HALL

COPY CERTIFICATE

STATE OF OREGON,  
County of Multnomah,  
CITY OF PORTLAND.

ss

BOOK 1614 PAGE 304

GEORGE YERKOVICH Auditor of the City of Portland, do hereby certify that I have compared the following copy of Ordinance No. 153530, passed by Council July 14, 1982, being, "An Ordinance vacating certain portions of N. Leavitt Avenue, N. John Avenue, N. Charleston Avenue and an unnamed diagonal street in Block 12, James Johns' Second Addition, under certain conditions", and acceptance thereof,

with the original thereof, and that the same is a full, true and correct copy of such original

Ordinance No. 153530, and acceptance,

and of the whole thereof as the same appears on file and of record in my office, and in my care and custody.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City of Portland affixed this 20th day of July, 1982



*George Yerkovich*

Auditor of the City of Portland

By

*Elena Cerna*

Deputy

47928

AUG 26 1982

AUD 50 31 1982

RECEIVED

JUL 15 2 51 PM 1982

## ACCEPTANCE

BOOK 1614 PAGE 305

EX-100  
CITY OF PORTLAND  
CLERK

Portland, Oregon, July 15, 1982

GEORGE YERKOVICH  
Auditor of the City of Portland  
Room 302, City Hall  
Portland, Oregon 97204

Dear Sir:

This is to advise the City of Portland, Oregon, that I hereby accept the terms and provisions of Ordinance No. 153530, passed by Council July 14, 1982, vacating certain portions of N. Leavitt Avenue, N. John Avenue, N. Charleston Avenue and an unnamed diagonal street in Block 12, James Johns' Second Addition, under certain conditions,

and in consideration of the benefits to be received thereunder by me I hereby agree to abide by and perform each and all of the terms and provisions thereof applicable to me.

Very truly yours,

(CORPORATE  
SEAL)

PORTLAND DEVELOPMENT COMMISSION



Patrick LaCrosse, Executive Director

1120 SW 5th, Room 1102, Portland, OR 97204

Address

APPROVED AS TO FORM



CITY ATTORNEY

\*When an acceptance is required from a firm or corporation the Acceptance must be signed by an officer of the firm or corporation stating his or her official title, and corporations must affix the corporate seal.

47928

AUG 26 1982



ORDINANCE NO.

153530

BOOK 1614 PAGE 306

An Ordinance vacating certain portions of N. Leavitt Avenue, N. John Avenue, N. Charleston Avenue and an unnamed diagonal street in Block 12, James Johns' Second Addition, under certain conditions.

The City of Portland ordains:

Section 1. The Council finds:

1. By Resolution No. 33159, adopted by the Council on May 12, 1982, proceedings were initiated for the vacation of certain portions of N. Leavitt Avenue, N. John Avenue, N. Charleston Avenue and an unnamed diagonal street in Block 12, James Johns' Second Addition.
2. The purpose of the vacation is to consolidate property for future sale.
3. The vacation is recommended by the Commissioner of Public Works under certain conditions set forth in the directive action below.
4. In accordance with ORS 271.100, the Council fixed a time and place for public hearing before the Council; the Auditor published notice thereof, and posted notice in the area proposed to be vacated.
5. Other procedural requirements of ORS 271 have been complied with and the Council having held a public hearing finds no objections were made or filed thereto and it is in the public interest that said street be vacated.

NOW, THEREFORE, the Council directs:

- a. All that portion of N. Leavitt Avenue lying between the southerly line of N. Decatur Street and the northerly line of N. Crawford Street; and also,

All those portions of N. Leavitt Avenue, N. John Avenue, and N. Charleston Avenue lying between the southerly line of N. Crawford Street and the terminus of said streets 15.0 feet southwesterly from said line; and also,

The following described area which was dedicated for street purposes as a condition of Ordinance No. 110866, passed by Council October 7, 1959:

A portion of Block 12, James Johns' Second Addition, a recorded plat.

Beginning at the northwesterly corner of said Block 12; thence easterly along the north line of said Block 12, a distance of 50 feet; thence southeasterly in a straight line to a point in the easterly line of Block 12, said point lying 50 feet northerly from the southeast corner thereof; thence southerly to the southeasterly

ORDINANCE NO.

BOOK 1614 PAGE 307

corner of said Block 12; thence westerly along the southerly line of Block 12, a distance of 77.27 feet to a point, thence northwesterly in a straight line to a point on the westerly line of said Block 12, said point lying 77.27 feet southerly of the northwesterly corner thereof; thence northerly 77.27 feet to the point of beginning, are hereby vacated.

b. The vacation of the above described street areas is granted subject to the following conditions and restrictions:

- (1) Nothing herein contained shall cause or require the removal or abandonment of any sewer, water or gas main, conduit of any kind, wire, pole or thing used, or intended to be used, for any public service, and the right hereby is reserved for the owner of any such utility or thing to maintain, continue, repair, reconstruct, renew, replace, rebuild, and/or enlarge any and all such things; that no building or structure of any kind shall be built or erected within a distance of ten feet from the centerline of any such utility, except with the prior written consent of the City Engineer and the owner of the utility and that any and all contemplated building plans in said vacated area shall be submitted for approval to the City Engineer and to the Director of the Bureau of Buildings, to the end that such construction may be so adjusted with reference to all public utilities in said area as to cause a minimum of danger or inconvenience to the public and to the owner of such utility and to protect and preserve the same as presently constructed or hereinafter reconstructed, renewed, replaced and/or enlarged.
- (2) That within twelve (12) months after the sale of Block 12, James John's Second Addition, Multnomah County, Oregon, by the Portland Development Commission, the then owner shall reconstruct the north curbline on N. Crawford Street at its intersection with both the portion of N. Leavitt Avenue and the diagonal street to be vacated, in accordance with plans to be furnished by the City Engineer. In the event said owner fails or neglects to complete said reconstruction as required by the City Engineer, the City is authorized to complete the reconstruction by City maintenance personnel and place a lien on said Block 12 in an amount equal to the full cost of said reconstruction, including engineering costs, if said owner fails to pay said costs in full within 30 days of the date of billing.

47928

AUG 26 1982

ORDINANCE No.

BOOK 1614 PAGE 308

Section 2. Portland Development Commission shall file with the City Auditor, in form approved by the City Attorney, a document in writing accepting the terms and conditions of this ordinance.

Section 3. The City Auditor shall file with the recorder, the assessor and the surveyor of the county in which said property is located a certified copy of this ordinance and the acceptance thereof, and any map, plat or other record which may be required by law.

W. E. : 100

2-10-62

Passed by the Council, JUL 14 1962

ORDER OF COUNCIL  
Stu Keebaugh/sg  
June 23, 1962

Attest:

*George Yerhovick*  
Auditor of the City of Portland

Page No. 3

47928

AUG 26 1962

AUG 26 1982

080\*153530 VACATING  
PORTIONS OF N. LEAVITT AVE,  
N JOHN AVE, N. CHARLESTON AVE,  
AND UNNAMED ST IN BLOCK B  
JAMES JOHN'S SECOND ADD.

47928

47928

NOV 16 1982 309

STATE OF OREGON }  
Multnomah County

I,                      Clerk, Department of Administration,  
Multnomah County, do hereby certify that the within  
instrument of writing was received for record and  
recorded in the record of  
of said County at

1982 AUG 26 AM 9:58

RECORDING SECTION  
MULTNOMAH CO. OREGON

In Book 1614 On Page 304  
Witness my hand and seal of office at

Clerk  
Department of Administration  
Serving in

M. Burton  
Notary

RETURN TO CITY AUDITOR  
CITY HALL  
PORTLAND, OREGON 97204

20.00  
250  
2250

12254

OREGON BARREL CO.

TO

O. R. &amp; N. CO.

KNOW ALL MEN BY THESE PRESENTS, That the Oregon Barrel Company, a corporation organized under the laws of the

State of Oregon, having its principal office at the City of Portland, in said State, in consideration of the sum of Two Hundred (\$200.00) Dollars, to it paid by The Oregon Railroad & Navigation Company, a corporation, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does grant, bargain, sell and convey unto the said The Oregon Railroad & Navigation Company, its successors and assigns, all the following bounded and described real property situated in the County of Multnomah, in the State of Oregon, to-wit:

A portion of Block one (1) of the town of St. Johns, as of official record in the County of Multnomah, State of Oregon, and more particularly bounded and described as follows:

Commencing at a point which is the north-westerly corner of Lot Five (5) in said Block one (1); thence easterly along the northerly line of said block to the north-easterly corner of said Block One (1), also the north-east corner of Lot eight (8) in said Block; thence southerly along the easterly line of said Lot Eight (8), a distance of thirty (30) feet to a point; thence westerly on a straight line to the place of beginning.

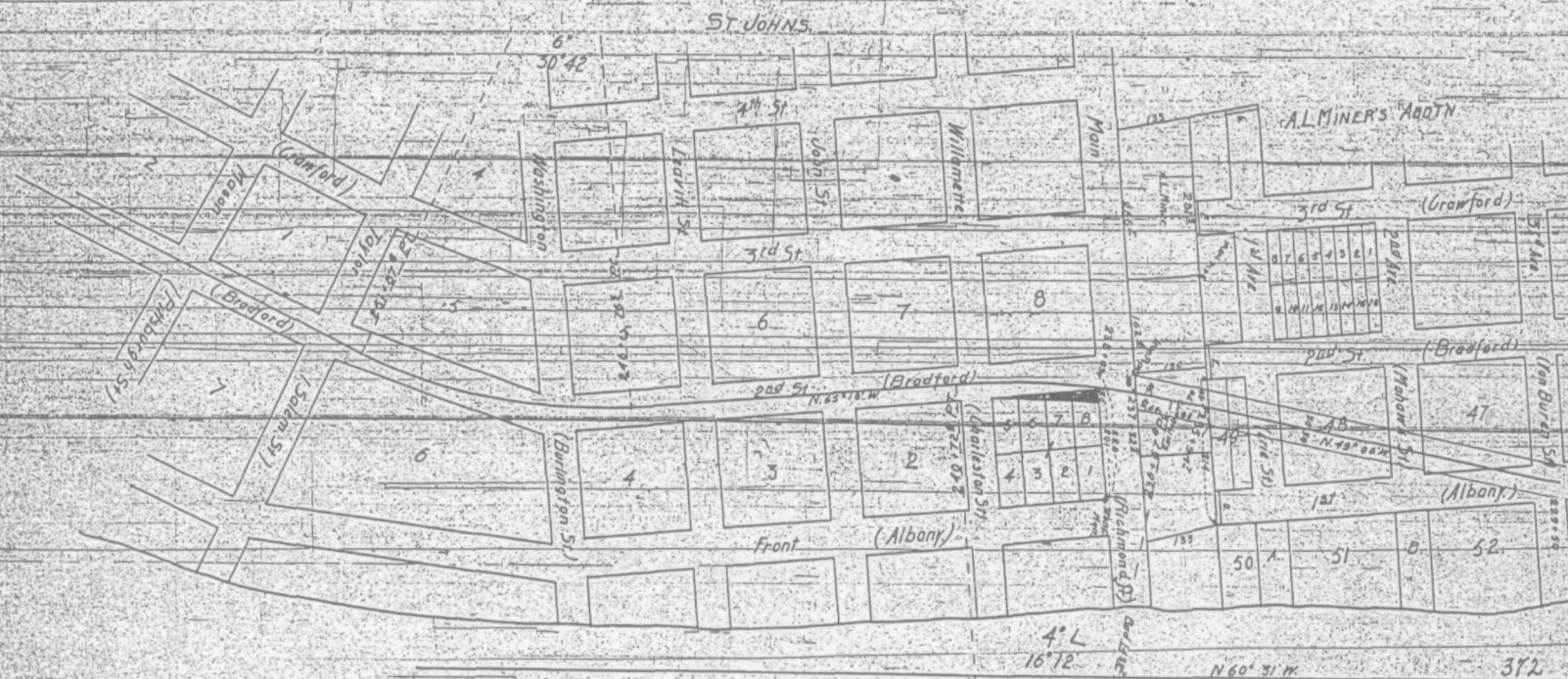
It being intended hereby to convey a triangular strip of land off the northerly side of said Block one (1), of the town of St. Johns, which strip of land is thirty (30) feet wide along the westerly side of Main Street and running to a point at the north-westerly corner of said Block one (1), as indicated colored in purple on blue print map hereto attached, which blue print map is hereby made a part of this instrument.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, and also all estate, right, title and interest in and to the same. To have and to hold the above described and granted premises unto the said The Oregon Railroad & Navigation Company, its successors and assigns forever. And the Oregon Barrel Company, grantor above named, does covenant to and with The Oregon Railroad & Navigation Company, the above named grantee, its successors and assigns, that it is lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, and that it will and its successors and assigns shall warrant and forever defend the above granted premises, and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

WHEREAS, it is the intention of The Oregon Railroad & Navigation Company, to construct a line of railroad with one or more side tracks upon the property hereby conveyed on in or upon Bradford Street adjoining said property; and WHEREAS, the Oregon Barrel Company desires to have access to said railroad and to said Bradford Street.

Now Therefore, it is hereby agreed between the Oregon Barrel Company and





the Oregon Railroad & Navigation Company, that the Oregon Harrel Company, its successors and assigns, shall, subject to the use by The Oregon Railroad & Navigation Company, its successors and assigns, of said property hereby conveyed for any and all purposes connected with the construction, operation and maintenance of railroad tracks thereon or in Bradford Street adjoining thereto, have the right to enter and go upon said property hereby conveyed and to cross over the same for the purpose of reaching said railroad or said Bradford Street.

Approved to  
S.E. Hull--- for  
W.W. Cotton  
General  
Attorney.

IN WITNESS WHEREOF, the Oregon Harrel Company, the grantor above named, has caused these presents to be subscribed to by its President and its corporate seal to be hereunto affixed by its Secretary on this 8th day of February 1902.

Witnesses to signatures	OREGON HARREL COMPANY
A.J. Henry )	Witnesses to Wm. Wadhams )
A.H. Gange. )	signature )
John P. Swinton )	Witnesses to E. Quackenbush )
E.H. Quackenbush )	signature. )
	BY WM. WADHAMS PRESIDENT
	ATTACHED BY,
	E. QUACKENBUSH SECRETARY.

(CORPORATE SEAL" OREGON HARREL COMPANY, OREGON")

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF SAN FRANCISCO )

On this 8th day of February in the year 1902, before me, the undersigned a duly qualified and commissioned Notary Public in and for said County and State, personally appeared William Wadhams, known to me to be President of the corporation that executed the within instrument, and he acknowledged to me that he executed the same pursuant to authority of the Board of Directors of said corporation in him for that purpose vested.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

A.J. Henry

Notary Public for California, residing at San Francisco;

(Notarial Seal) Commission expires Oct. 28th 1903.

STATE OF OREGON )  
 ) ss  
COUNTY OF MULTNOMAH ) On this 12th day of February, in the year 1902, before me, the undersigned a duly qualified and commissioned Notary Public in and for said County and State, personally appeared E. Quackenbush to me known to be the Secretary of the corporation that executed the within instrument, and he being by me, duly sworn or oath did depose and say, that he is the Secretary of said corporation and legal custodian of its corporate seal to said instrument affixed, and that he E. Quackenbush as such Secretary affixed said corporate seal to said instrument in view of the execution of said instrument by said corporation and pursuant to authority of the Board of Directors of said corporation, in him for that purpose vested.

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Ord. 95-175-120

OFFICE OF

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AUDITOR OF THE CITY OF PORTLAND

PORTLAND, OREGON 97204

ROOM 808  
CITY HALL

COPY CERTIFICATE

STATE OF OREGON,  
County of Multnomah,  
CITY OF PORTLAND,

ss

GEORGE YERKOVICH Auditor of the City of Portland, do hereby certify that I have compared the following copy of Ordinance No. 149929, passed by the Council July 2, 1980, being, "An Ordinance approving the St. Johns Riverfront Development Urban Renewal Plan and the Report on the Urban Renewal Plan for the St. Johns Riverfront Development, making certain findings and determinations relating thereto",

with the original thereof, and that the same is a full, true and correct copy of such original

ORDINANCE NO. 149929

and of the whole thereof as the same appears on file and of record in my office, and in my care and custody.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City of Portland affixed this 3rd day of July, 1980.



*George Yerkovich*

Auditor of the City of Portland

By *Elena Corvera* Deputy

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ORDINANCE NO. 149929

An Ordinance approving the St. Johns Riverfront Development Urban Renewal Plan and the Report on the Urban Renewal Plan for the St. Johns Riverfront Development, making certain findings and determinations relating thereto.

The City of Portland ordains:

Section 1. The Council finds:

- (1) The Portland Development Commission, as the duly designated Urban Renewal Agency of the City of Portland, in cooperation with the Office of Planning and Development and the Portland City Planning Commission, has caused to be prepared and submitted to the Council for review and approval an Urban Renewal Plan for the St. Johns Riverfront Development consisting of 20 pages and Exhibits labeled I through XI, a copy of said Urban Renewal Plan being on file with the City Auditor and by reference made a part hereof.
- (2) The Urban Renewal Plan is accompanied by a Report prepared by the Portland Development Commission in accordance with ORS Chapter 457, a copy of which is on file with the City Auditor.
- (3) The Council has reviewed the Urban Renewal Plan and Report on the Urban Renewal Plan for the St. Johns Riverfront Development.
- (4) The Urban Renewal Plan and Report have been reviewed by the Planning Commission of the City of Portland which has recommended that the Council approve the Urban Renewal Plan.
- (5) After proper public notice, the Council has held a public hearing on the Urban Renewal Plan and has considered testimony received at the public hearing.
- (6) The area included in the Urban Renewal Plan, as described in the attached Exhibit A, is blighted and its redevelopment is necessary to protect the public health, safety and welfare of the City of Portland.
- (7) The Urban Renewal Plan provides an outline for accomplishing the urban renewal projects proposed therein, including but not limited to proposals for land acquisition, relocation of existing businesses and residents, demolition and removal of structures, disposition and redevelopment of land, and construction and reconstruction of public facilities and amenities.

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ORDINANCE No.

- (8) The Urban Renewal Plan conforms to the proposed comprehensive plan and economic development plan of the City as a whole by specifying proposed land uses, maximum densities and building requirements in the Area and by specifying the relationship of the Urban Renewal Plan to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreation and community facilities, and other public improvements within the Area.
- (9) The acquisition of real property provided for in the Urban Renewal Plan is necessary to eliminate the blighting conditions and permit redevelopment of the area.
- (10) Provision has been made to house displaced persons within their financial means in accordance with ORS 281.045 to 281.105 and, except in the relocation of elderly or handicapped individuals, without displacing on priority lists persons already waiting for existing federally subsidized housing.
- (11) Adoption and carrying out of the Urban Renewal Plan is economically sound and feasible as documented in the Report on the Urban Renewal Plan.
- (12) Approval of the Urban Renewal Plan will not cause the limits on urban renewal programs contained in ORS 457.420 to be exceeded.

NOW, THEREFORE, the Council directs:

- (a) That the Urban Renewal Plan for the St. Johns Riverfront Development, having been duly reviewed and considered, is hereby approved.
- (b) The City of Portland will assume and complete any activities prescribed by the Urban Renewal Plan.
- (c) The City Auditor is directed to file a copy of the Urban Renewal Plan with this Ordinance and to forward copies of this Ordinance to the Development Commission and the Planning Commission.
- (d) The City Auditor is directed to cause to be published within four days of adoption of this ordinance a Notice of Adoption as required by ORS Chapter 457.

Passed by the Council,

Mayor McCready  
June 18, 1980  
Cowles Mallory/AJF/fw

JUL 2 1980

Mayor of the City of Portland

Attest:

*George Yehovick*  
Auditor of the City of Portland

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Exhibit "A"

BOOK 1459 PAGE 436.

ST. JOHNS RIVERFRONT URBAN RENEWAL PLAN  
PORTLAND, OREGON

PART ONE - TEXT  
PART TWO - EXHIBITS

PREPARED BY  
THE CITY OF PORTLAND DEVELOPMENT COMMISSION  
SEPTEMBER 1979

Adopted by Portland  
Development Commission  
5/22/80

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PART ONE - TEXT

SECTION 100 - INTRODUCTION

This Urban Renewal Plan was prepared pursuant to Chapter 457 of the Oregon Revised Statutes (ORS 457), and other relevant Local, State and Federal laws and ordinances. This Plan shall be known as the Urban Renewal Plan for the St. Johns Riverfront and consists of Part One - Text and Part Two - Exhibits.

Land use proposals herein were developed through the joint efforts of citizens from the St. Johns neighborhood, private consultants, and officials and staff from the City's various bureaus and agencies. These proposals are consistent with the City's established goals for community and housing development. Land use requirements and development guidelines set forth in this Plan have been designed to accomplish redevelopment of the St. Johns Riverfront Urban Renewal Area in accord with sound planning principles and objectives.

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SECTION 200 - DEFINITIONS

The following definitions will govern the construction of this Plan unless the context otherwise requires:

- A. "City" means the City of Portland, Oregon.
- B. "Council" or "City Council" means the legislative body, including the Mayor, authorized under law to be the governing body of the City of Portland, Oregon.
- C. "County" means the County of Multnomah, State of Oregon.
- D. "Density" or "Residential Density" means the number of residential dwelling units per net acre of land. A net acre is a land area containing 43,560 square feet exclusive of streets or other dedicated rights-of-way.
- E. "Exhibit" means an attachment, either narrative or map, to this St. Johns Riverfront Urban Renewal Plan, Part Two - Exhibits.
- F. "ORS" means Oregon Revised Statute (State Law) and specifically Chapter 457 thereof.
- G. "Plan" means the St. Johns Riverfront Urban Renewal Plan.
- H. "Planning Commission" means the Planning Commission of the City of Portland, Oregon.
- I. "Commission" or "PDC" means the Portland Development Commission which is the designated Urban Renewal Agency of the City of Portland, Oregon, having been established pursuant to Chapter XV of the Portland City Charter and ORS Chapter 457.
- J. "Project" means any undertaking or activity within the Urban Renewal Area such as a street-project, a housing project or any other single activity which is authorized and for which implementing provisions are set forth in this St. Johns Riverfront Urban Renewal Plan.
- K. "Urban Renewal Area" means the entire area encompassed by this St. Johns Riverfront Urban Renewal Plan, the boundary of said Area being described in Part Two - Exhibit Two.
- L. "Redeveloper" means anyone acquiring property from the Commission or receiving financial assistance from the Commission for the physical improvement of privately or publicly held property.

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- M. "State" means the State of Oregon.
- N. "Text" means the written Urban Renewal Plan for the St. Johns Riverfront Project Area, Part One - Text.
- O. "Urban Renewal Law" means Oregon Revised Statute, (ORS 457) Chapter 457, the State Urban Renewal Law.

SECTION 300 - DESCRIPTION OF URBAN RENEWAL PROJECT AREA BOUNDARY

The St. Johns Riverfront Urban Renewal Area is located on the east bank of the Willamette River, south of the St. Johns Bridge.

The boundary of the Urban Renewal Area is shown on the Urban Renewal Area Boundary and Land Use Plan and included as Exhibit One of Part Two of this Plan. The narrative of the legal boundary description is included as Exhibit Two of Part Two of this Plan.

SECTION 400 - DECLARATION OF NECESSITY, PURPOSE AND URBAN RENEWAL PLAN OBJECTIVES

- A. Blighting conditions exist within the Urban Renewal Area. Land uses consist of a mixture of single and multi-family residential, industrial, and under-utilized vacant land. Many structures in the Area are in poor or fair condition, and most of the streets are unimproved or in need of major repair. Most of the Area is zoned for industrial use, but industry has been moving away to areas more accessible to main truck and railway routes offering more efficient conditions for their operations.
- B. Deficiencies and conditions identified in the "Report on the St. Johns Riverfront Urban Renewal Plan" describe the adverse effect they have on the St. Johns neighborhood. Because of the diversity of property ownership, there is no indication that these deficiencies and conditions will be improved without a major public involvement.
- C. Accordingly, the City Council, upon recommendation of the Portland Development Commission and the City Planning Commission, declares a need for undertaking an Urban Renewal Project to correct such deficiencies and conditions and to provide for economically, socially and environmentally sound redevelopment consistent with the City's goals for community development and with the objectives of this Urban Renewal Plan.

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D. Purpose and Urban Renewal Plan Objectives

1. Land use proposals contained in this Plan were developed through the joint efforts of the St. Johns Citizens Advisory Committee, private consultants, and officials and staff from the City's various bureaus and agencies.
2. The primary objectives of the Plan are to improve the physical conditions, functional relationships and visual quality of the Area adjacent to the east bank of the Willamette River and to eliminate blight in order to strengthen the St. Johns neighborhood by establishing sound physical, social, economic and environmental relationships with the river and the community. More specifically, the objectives of this Urban Renewal Plan are to:
  - a. Provide new housing/support the City's housing policy;
  - b. Complement and support previous neighborhood public improvements and housing rehabilitation;
  - c. Economically support the St. Johns business district;
  - d. Provide public access to, and recreational use of the riverfront within the Urban Renewal Area;
  - e. Eliminate blighting influences such as substandard and/or obsolete buildings, non-conforming land uses, and under-utilized land;
  - f. Modify the street system to provide for safe and efficient traffic circulation in and around the Urban Renewal Area;
  - g. Install or improve public facilities such as streets, sewers, curbs, sidewalks, and street lighting where necessary to meet the needs of the Area;
  - h. Rehabilitate and conserve properties compatible with this Plan;
  - i. Develop economically sound residential, commercial, and recreational facilities that satisfy the principles of good urban design, are mutually supportive, and compatible with the surrounding area;

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- j. Develop land in the Urban Renewal Area in an efficient and timely manner.

SECTION 500 - LAND USE PLAN AND DEVELOPMENT CONTROLS

Three map exhibits are herewith attached in Part Two of this Plan to describe the land use elements of this Urban Renewal Plan:

Exhibit One - "Project Area Boundary and Land Use"

Exhibit Three - "Urban Renewal Plan and Sub-Areas"

Exhibit Four - "Proposed Rezoning"

Also attached herewith as Exhibit Five (A and B), of Part Two are two "Conceptual Development Plans" of the entire Urban Renewal Area. The Conceptual Development Plans are a schematic visualization of the general type of development being considered, and are not intended to be an exact illustration of the location, design, or size of particular buildings and improvements. In all instances, however, land use, development and redevelopment shall be subject to the controls, conditions, and regulations set forth in this Plan.

SECTION 505 LAND USES TO BE PERMITTED

The following land use designations are intended to allow for reasonable development flexibility while providing a context that assures an overall project development of high quality in achieving the objectives established in Section 400 of this Plan:

A. Residential Uses

Residential development shall include multi-family, row-house, duplex, and single-family, attached and detached structures. Development of each type of structure will depend on the capabilities and design of the selected developer. A publicly assisted housing development for the elderly may also be developed. (See Exhibit Three). It is intended that ultimately there will be a minimum of 65% owner-occupants (including condominium owners) and 35% renter-occupants in the Urban Renewal Area. All new residential development shall be compatible with the surrounding neighborhood and shall be subject to the Plan and Design Review process described in Section 525.

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PERMITTED LAND USES AND RESIDENTIAL DENSITIES

Sub-Area	Proposed Land Use	Maximum Permitted Residential Density Per Net Acre	Proposed Zoning
1	Medium Density Apartments	40-43	A-1
2a	High Density Apartments	80	A-0
2b	Low Density Apartments/Condominiums Single family & duplex	17	A-2.5
3	Low Density Apartments/Single family & duplex	17	A-2.5
4a	Low Density Apartments/Condominiums	17	A-2.5
4b	General Commercial or Low Density Apartments/Condominiums	N.A. 40-43	C-2
5a	Low Density Apartments/Condominiums	17	A-2.5
5b	Low Density Apartments/Condominiums	17	A-2.5
6	Public Open Space	N.A.	A-2.5
7	Medium Density Apartments/Condominiums	40-43	A-1
8	General Commercial	N.A.	C-2
9	General Commercial	N.A.	C-2
10	Marina	N.A.	C-2

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B. Commercial Use

Permitted commercial uses shall include restaurants, offices, marina, and marina-related facilities. Such uses shall be limited to those sub-areas indicated in the table in Section 505 above.

C. Recreational Vehicle Storage

Uses in sub-area 3b shall be limited to boats and recreational vehicle storage to serve residential and commercial occupants of the Urban Renewal Area. No boat or recreational vehicle shall be used for temporary or permanent housing accommodations while parked or stored in the Recreational Vehicle Storage Area.

D. Marine Related Uses

Uses in sub-area 9 shall be limited to small recreational marine-related uses. Permitted uses shall include a marina office, the sale of boat supplies and equipment, boat service and minor repair, and such other similar uses that are compatible with the basic residential environment of the redeveloped Area.

In all instances, permitted uses shall be compatible with residential and commercial uses in the Urban Renewal Area.

E. Public Uses

Public uses shall include open spaces, parks, walkways, esplanades, parking and related facilities. Open spaces, parks and a marina shall be permitted in those sub-areas indicated in Section 505 above. Walkways and esplanades may be developed in all sub-areas provided that such walkways and esplanades do not conflict with the principle uses designated for those sub-areas.

SECTION 510 - TRAFFIC CIRCULATION

Street patterns will be altered to accommodate proposed development and to provide for safe and efficient traffic circulation in and around the Urban Renewal Area. Vehicular access will be provided to all sections of the Urban Renewal Area, and certain streets will be vacated to accommodate proposed traffic circulation patterns. Provisions shall be made for emergency vehicle access throughout the Urban Renewal Area. (See Exhibit Six of Part Two - Street Way)

Vehicular and pedestrian traffic circulation shall be segregated where possible, and be separate from railway traffic except for on-grade crossings. In all cases, adequate measures shall be taken to minimize conflict between railway and vehicular/pedestrian traffic.

SECTION 515 - PUBLIC IMPROVEMENTS

A. Streets

All public streets within the Urban Renewal Area shall be constructed and improved to meet or exceed City standards. Street improvements include the travel surface, curbs, sidewalks, gutters, storm drains, and related facilities. (See Exhibit Six of Part Two)

B. Utilities

All utility lines and facilities, where feasible, shall be placed underground. All utility facilities will be of such size and design to adequately serve the Area. Utilities include but shall not be limited to, street lights, sanitary and storm sewers, water lines, traffic signals, electrical distribution lines, telephone lines, television cables, natural gas distribution lines, fire hydrants, and related facilities. (See Exhibit Seven of Part Two)

C. Other Public Improvements

Other public improvements will be provided in support of project development activities. These improvements include but shall not be limited to, street trees and landscaping, parks, pedestrian walkways, bicycle paths, parking facilities, a marina, a breakwater, riverbank stabilization, and other river-oriented public recreational facilities.

SECTION 520 - DEVELOPMENT CONTROLS

All development under this Urban Renewal shall conform to the conditions, limitations, and restrictions contained in the Planning, Zoning, Building and other applicable codes of the City of Portland, and any other applicable State and Federal laws and regulations controlling the use of property in the Urban Renewal Area. In addition, the following conditions, limitations, and restrictions shall also apply to all development in the Urban Renewal Area.

A. Density

Maximum allowable densities will vary by sub-area and shall not exceed those set forth in Section 505, Land Uses to be Permitted.

B. Landscaping

Areas not containing structures, including setback areas, courts, pedestrian malls and surfaced parking lots shall be landscaped. Landscaped areas shall include compatible varieties and sizes of plant materials and visually integrated landscape features and garden structures.

C. Signs

Signing and identification of buildings, land areas, and facilities shall be considered as an integral part of any development, and plans and details shall be submitted with development plans. All signing or identification shall be subject to the approval of the Portland Development Commission.

Outdoor advertising signs, painted bulletins or sign boards, poster panels or billboards, roof bulletins and roof signs, wall bulletins, and advertising structures are prohibited. Open signs are permitted under the following conditions.

1. In Commercial, Marina, and Public Use Areas

An exterior sign which pertains only to the use on the premises shall be permitted. Such signs shall not exceed one (1) sq. ft. for every three (3) lineal feet of building face as measured on the side on which the sign appears. All signs must be attached flat against the wall of the building or flat against the face of a marquee and may not project above the roof line, wall coping, or marquee face, nor shall such permitted sign face directly upon an abutting residential property.

2. In Residential Areas

- a. Exterior signing of residential structures shall be limited to a maximum area of ten (10) sq. ft. and must be attached flat against the wall of a building or to the face of a marquee.
- b. No outside display window or windows, nor signs advertising accessory uses shall be visible from the exterior of any residential structure.

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3. In All Areas

- a. Signs may be illuminated, provided the illumination is back lighted or properly focused upon the sign itself so as to prevent glare and direct light upon the abutting areas.
- b. Signs with flashing, animated or intermittent illumination shall not be permitted.
- c. The use of red and green lighted signs shall not be permitted within fifty (50) feet of a signalled intersection.
- d. No sign shall be permitted to overhang streets, sidewalks, or any property line.

D. Zoning

Zone changes to accomplish the objectives of this Plan shall be made by the City in compliance with the Planning and Zoning Code of the City of Portland. Such zone changes shall be undertaken after the affected property has been acquired by the Portland Development Commission.

E. Exceptions or Variances

The Commission may grant exceptions or variances which do not constitute a substantial change to any of the regulations prescribed in this Plan, upon a finding that granting the exception or variance is consistent with the intent of the Urban Renewal Plan and the urban design concepts on which it is based, and will not adversely affect other properties within or adjacent to the Urban Renewal Area.

F. Height Exceptions

Building height variances may be granted in the specific areas where physical conditions of steep terrain and difficult soil bearing values requiring piling foundations exist. The sub-areas containing such conditions are:

Sub-Areas 4, 5a and 5b, where a three (3) story maximum building height may be permitted by the Commission in place of the maximum two-and-one half (2½) stories permitted in an A-2.5 zone; and

Sub-Area 7, where a four-and-one half (4½) story maximum building height may be permitted by the Commission in place of the maximum three (3) stories permitted in an A-1 zone.

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The permitting of exceptions to this Plan by the Commission shall not waive the obligation of an owner-Participant or Redeveloper to receive other required approvals.

#### SECTION 525 - PLAN AND DESIGN REVIEW

No building in the Urban Renewal Area, shall be constructed or other improvements made on or over any land or water subject to these controls, including public areas, until plans for such building or improvements shall have been submitted to and approved by the Portland Development Commission. In addition, each proposal shall be reviewed by a Design Review Committee consisting of PDC staff, a consultant or group of consultants qualified in the fields of urban planning, architecture, graphic design or landscape architecture, as may be appropriate, City Bureau representatives, and a representative of the St. Johns neighborhood. The Design Review Committee will make a written recommendation to the Commission, which will make the final decision. In reviewing architectural and landscape plans, the criteria for judgment shall include, but not be limited to the following.

- A. Locations, forms, and patterns of building and open spaces shall conform with the following urban design concepts of this Urban Renewal Plan:
  - 1. An appropriate setting for housing and commercial development.
  - 2. Attractive pedestrian walks throughout the Urban Renewal Area.
  - 3. Buildings sited and designed so as to insulate them from automobile and railway traffic disturbance.
  - 4. Street trees and landscaping employed as a unifying design element.
- B. Each building shall have a compatible architectural expression and shall complement the design of adjacent buildings.
- C. Landscaping shall enhance not only the building or buildings on the site, but also adjacent buildings and sites.
- D. Size, locations, layout, and appearance of off-street parking and loading facilities shall not have any detrimental effect on the properties they serve or on adjacent or abutting properties.

- E. Location and design of accessways to and from off-street parking and loading facilities shall not unduly disrupt pedestrian or vehicular traffic circulation.
- F. The river's edge and accessways to and from it shall be developed and landscaped so as to be attractive and harmonious with the overall development within the Urban Renewal Area.
- G. The railroad shall be buffered and screened physically from other development in the Urban Renewal Area and safeguards shall be provided at railroad crossings to eliminate and minimize disturbance and hazard to residents and users. Further, such buffering and screening devices shall be designed so as not to interfere with continuing railroad operations.
- H. Overall development shall be compatible with the surrounding St. Johns neighborhood.

SECTION 530 - APPLICABILITY OF CONTROLS UPON REAL PROPERTY WITHIN THE URBAN RENEWAL AREA

Provisions and requirements in this Plan shall apply to all real property acquired by the Commission within the Urban Renewal Area.

SECTION 600 - URBAN RENEWAL ACTIONS WHICH MAY BE USED TO IMPLEMENT THE PLAN AND TO ACHIEVE PLAN OBJECTIVES

Sections 605 through 640 identify the Urban Renewal actions to be undertaken by the PDC or the City in the implementation of this Plan. Exhibit Eleven of Part Two describes the schedule for the various projects and activities in relation to the overall Plan.

SECTION 605 - PROPERTY ACQUISITION

A. Real Property to be Acquired

Real property to be acquired is shown on the acquisition map attached hereto as Exhibit Eight of Part Two.

Those properties may be acquired by gift, devise, purchase, lease, eminent domain, or any other lawful method, and shall be for the following purposes:

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1. Clearance and redevelopment, including development of vacant land.
2. Development of public improvements and supporting facilities.
3. Rehabilitation and conservation.

SECTION 610 - RELOCATION OF RESIDENTS AND BUSINESSES

A. Relocation Procedures

Provisions, in the form of a Relocation Plan, have been made for the relocation of residents and businesses who are to be displaced as a result of the Commission acquisition of real property. The PDC shall assist all residents and businesses to be displaced in finding other suitable dwellings and locations. These accommodations shall be decent, safe, and sanitary, and located in an area suitable to the displacee. Copies of such Relocation Plan are kept on file at the offices of the Portland Development Commission.

All relocation activities and procedures by the PDC shall be in accordance with Oregon Revised Statutes, Sections 281.045 to 281.105 and with the Federal Uniform Relocation Act and applicable local laws and regulations. Properties anticipated to be in need of relocation assistance are shown on Exhibit Ten of Part Two.

B. Relocation Payments

Relocation payments shall be made to displacees in accordance with the Relocation Regulations of the Commission dated March 20, 1979.

These Relocation Regulations comply with State and Federal laws regarding relocation of displacees. The Commission may amend or modify these Regulations from time to time consistent with State and Federal laws.

SECTION 615 - DEMOLITION AND SITE CLEARANCE

Except for structures designated for rehabilitation and relocation to other sites, all structures and improvements on properties to be acquired by the PDC shall be demolished and cleared as necessary to carry out this Plan. (See Exhibits Eight and Nine of Part Two).

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SECTION 620 - PUBLIC IMPROVEMENTS

Public improvements will be provided in support of development activities within the Urban Renewal Area. Street, sidewalk, curb, sewer, water, street lighting, street landscaping, traffic signals, and other public improvements shall meet or exceed standards established by the City.

Utility lines and related facilities will be placed underground where feasible. All utility facilities shall be of such size and design to adequately serve the Urban Renewal Area.

Development of parks, open spaces, and other community recreational facilities shall be carried out in cooperation between the City of Portland, State of Oregon, and appropriate Federal agencies having jurisdiction within the Urban Renewal Area.

SECTION 630 - REDEVELOPMENT AND PROPERTY DISPOSITION

A. Real Property Disposition

The PDC shall make land in the Urban Renewal Area available to private Redevelopers or to public bodies at a value determined by the PDC to be its fair reuse value in order that it may be developed or rehabilitated for the purposes specified in this Plan, and in accordance with applicable City zoning and code requirements. Real property may be conveyed by the PDC to the City or other public body without charge.

The PDC shall reserve such powers and controls in the disposition and development documents, as may be necessary, to prevent transfer, retention, or use of property for speculative purposes, and to ensure that development is carried out pursuant to this Plan.

B. Redevelopers' Obligations

Redevelopers shall be subject to the following obligations:

1. Redevelopers shall develop and use property in accordance with the land use provisions and building requirements specified in this Plan.
2. Redevelopers shall begin and complete the development of property for the uses provided in this Plan within a reasonable period of time as determined by the PDC.

3. Redevelopers shall submit all plans and specifications for construction of improvements to the PDC for review and approval to determine compliance of such plans and specifications with this Plan.
4. Redevelopers shall not restrict or effect or execute any agreement, lease, conveyance, or other instrument which has the effect of restricting the sale, lease, use or occupancy of any property or part thereof upon the basis of race, color, religion, sex, marital status, or national origin.
5. Redevelopers shall maintain the cleared land under their ownership within the Urban Renewal Area in a clean and safe condition.

#### SECTION 635 - COOPERATION WITH PUBLIC BODIES

Certain public bodies are authorized by State Law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this Urban Renewal Project. The PDC may seek the aid and cooperation of such public bodies and shall attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes of this Plan.

#### SECTION 640 - PROPERTY MANAGEMENT

During such time as property in the Urban Renewal Area is owned by the PDC, such property shall be under the management and control of the PDC. The PDC may rent, maintain, manage, operate and clear such property pending its disposition for redevelopment.

#### SECTION 700 - METHODS FOR FINANCING THE PROJECT

##### A. General Description of the Proposed Financing Methods

The Commission may borrow money and accept advances, loans, grants and any other form of financial assistance from the Federal Government, the State, City, County, or other public body, or from any sources public or private, for the purposes of undertaking, planning, and carrying out this Urban Renewal Plan, or may otherwise obtain financing as authorized by ORS Chapter 457 and Chapter XV of the Charter of the City of Portland. Upon request of the Commission,

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the Council of the City of Portland may from time to time issue revenue bonds, certificates, or debentures to assist in financing the Plan as provided by Section 15-106 of the Charter of the City of Portland.

The funds obtained by the Agency shall be used to pay or repay any costs, expenses, advancements and indebtedness incurred in planning or undertaking the Plan or in otherwise exercising any of the powers granted by ORS Chapter 457 and Chapter XV of the Charter of the City of Portland in connection with carrying out the Plan.

B. Urban Development Action Grant

The City of Portland is the recipient of a \$9,000,000 Urban Development Action Grant (UDAG) from the Federal Department of Housing and Urban Development (HUD). These funds have been allocated by the City Council for use in undertaking and carrying out this Urban Renewal Plan.

C. Self-Liquidation of Costs of Project (Tax Increment Financing)

1. The carrying out of this Plan may be financed, in whole or in part, by self-liquidation of the costs of the Plan as provided in ORS 457.410 through ORS 457.450. The ad valorem taxes, if any, levied by a taxing body upon the taxable real and personal property situated in the Urban Renewal Area, shall be divided as provided in ORS 457.440. That portion of the taxes representing the levy against the increase, if any, in true cash value of property located in the Urban Renewal Area, over the true cash value specified in the certificate of amendment to the certificate filed under ORS 457.430, shall, after collection by the tax collector, be paid into a special fund of the Commission and shall be used to pay the principal and interest on any indebtedness incurred by the Commission to finance or refinance the Plan.
2. Such self-liquidation methods, and the tax increment accruing therefrom, as provided in ORS 457.410 through 457.450, may be used by the Commission to reimburse the City or the Commission for funds advanced to the Commission for the purposes of undertaking and carrying out this Urban Renewal Plan.

SECTION 800 - ACTIONS BY THE CITY

The City shall aid and cooperate with the PDC in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the intent and purpose of this Plan and to prevent the recurrence or spread in the Area of conditions causing blight.

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SECTION 900 - NON-DISCRIMINATION

All deeds, leases or contracts for the sale, lease or sublease or other transfer of land in any undertaking of the PDC under this Plan shall contain the restriction that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the property.

SECTION 1000 - DURATION OF THIS PLAN

Except for provisions of Section 900 which shall run in perpetuity, the provisions of this Plan, and provisions of other documents executed pursuant to this Plan, shall be effective for thirty (30) years from the date of adoption of this Plan by the City Council.

SECTION 1100 - AMENDMENTS

This Plan may be subject to minor changes or modifications only by formal written amendment duly approved and adopted by the Portland Development Commission.

Where the proposed modification will substantially change the Plan as approved by the City Council, the modification must be approved and adopted by City Council in the same manner as the original Plan and in accordance with the requirements of State and Local law.

Substantial changes shall be regarded as revisions in the Urban Renewal Area boundaries or land uses, acquisition of additional property, the provision of additional improvements or site preparation activities which constitute a change in the purpose and objectives of this Plan, and revisions to the effective period of the Plan.

SECTION 1200 - SEVERABILITY

If any provision of this Plan shall contravene or be invalid under either State or Federal law, such contravention or invalidity shall not invalidate all of the provisions of this Plan, but the remaining provisions shall be construed as if not containing the invalid portion.

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PART TWO - EXHIBITS

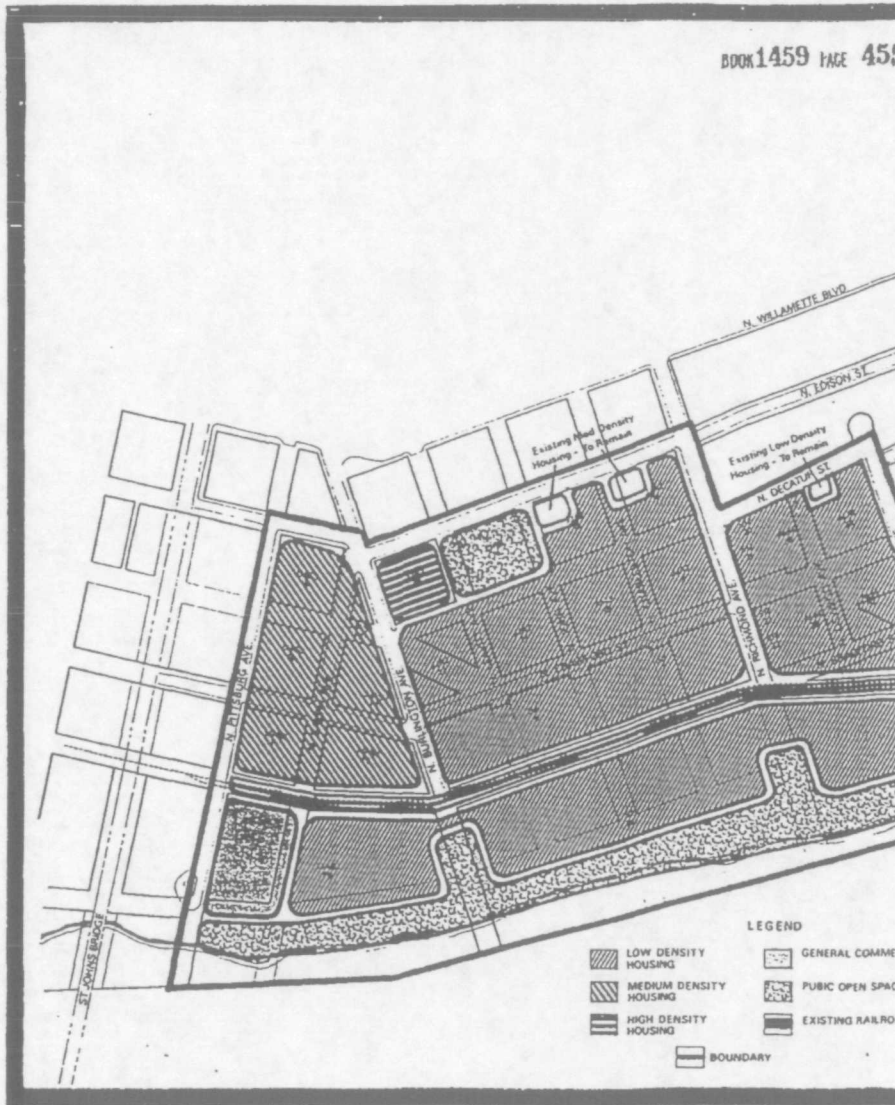
EXHIBIT ONE	PROJECT AREA BOUNDARY AND LAND USE
EXHIBIT TWO	LEGAL BOUNDARY DESCRIPTION - NARRATIVE
EXHIBIT THREE	URBAN RENEWAL PLAN AND SUB-AREAS
EXHIBIT FOUR	PROPOSED REZONING
EXHIBIT FIVE-A	CONCEPTUAL DEVELOPMENT PLAN A
EXHIBIT FIVE-B	CONCEPTUAL DEVELOPMENT PLAN B
EXHIBIT SIX	STREET MAP
EXHIBIT SEVEN	UTILITY MAP
EXHIBIT EIGHT	ACQUISITION MAP
EXHIBIT NINE	DEMOLITION MAP
EXHIBIT TEN	RELOCATION MAP
EXHIBIT ELEVEN	SCHEDULE FOR ACQUISITION, RELOCATION AND DEVELOPMENT

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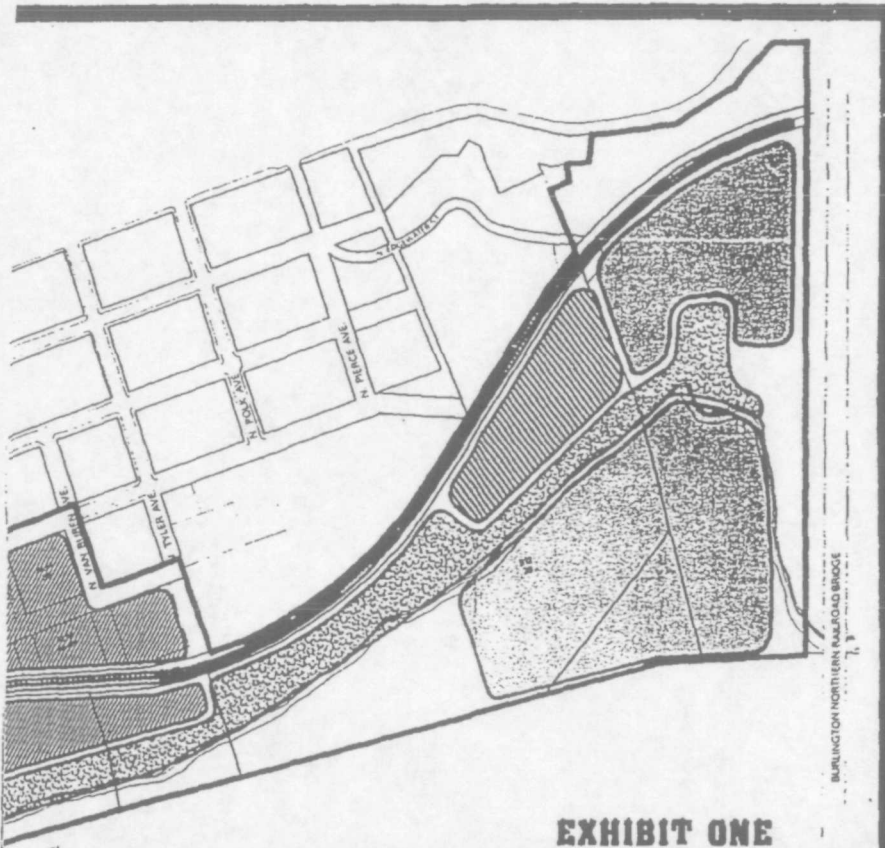
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BOOK 1459 PAGE 458



TITLE:

**PROJECT AREA BOUNDARY & LAND USE**



SCALE: 0 500  
DATE: \_\_\_\_\_  
REVIS ED: \_\_\_\_\_

**ST JOHN'S  
RIVERFRONT DEVELOPMENT**

PORTLAND DEVELOPMENT COMMISSION  
CITY OF PORTLAND, OREGON

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EXHIBIT TWO

LEGAL BOUNDARY DESCRIPTION - NARRATIVE

The following described property located in the City of Portland, County of Multnomah, State of Oregon:

Beginning at the intersection of the westerly line of N. Pittsburg Avenue and the northerly line of N. Edison Street; thence easterly along the northerly line of N. Edison Street and the easterly extension thereof to its intersection with the easterly line of N. Burlington Avenue; thence southerly along the easterly line of N. Burlington Avenue to the northerly line of N. Edison Street; thence easterly along the northerly line of N. Edison Street to the easterly line of N. Richmond Avenue; thence southerly along the easterly line of N. Richmond Avenue to the northerly line of N. Decatur Street; thence easterly along the northerly line of N. Decatur Street to the easterly line of N. Mohawk Avenue; thence southerly along the easterly line of N. Mohawk Avenue to the northerly line of N. Crawford Street; thence easterly along the northerly line of N. Crawford Street to the easterly line of N. Van Buren Avenue; thence southerly along the easterly line of N. Van Buren Avenue to the northerly line of N. Bradford Street; thence easterly along the northerly line of N. Bradford Street to the easterly line of N. Tyler Avenue; thence southerly along the easterly line of N. Tyler Avenue to the northerly right-of-way line of Union Pacific Railroad; thence easterly along the northerly right-of-way line of Union Pacific Railroad 1666.50 feet; thence N 21°00'48" E 208.10 feet; thence S 68°39'12" E 73.69 feet; thence N 37°48'46" E 50.00 feet; thence S 52°11'14" E 64.75 feet; thence N 50°48'46" E 82.31 feet to the southerly right-of-way line of North Willamette Blvd; thence easterly along the southerly right-of-way line of North Willamette Blvd. to the westerly right-of-way line of Burlington Northern Railroad; thence southerly along the westerly right-of-way line of Burlington Northern Railroad to the northerly harbor line of Willamette River; thence westerly along the northerly harbor line of Willamette River to its intersection with the southerly extension of the westerly line of N. Pittsburg Avenue; thence northerly along the westerly line of N. Pittsburg Avenue to the point of beginning.

Revised 5/28/80

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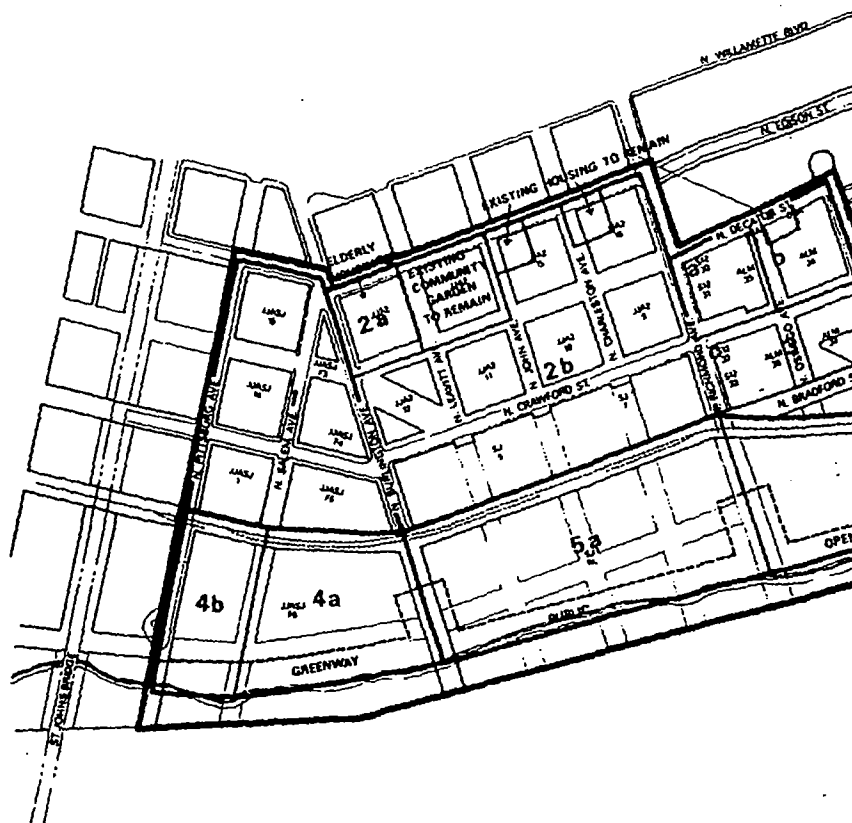


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# LEGEND

- |                            |                              |
|----------------------------|------------------------------|
| 1 HOUSING-RENTAL           | 4b RESTAURANT OR HOUSING     |
| 2a ELDERLY HOUSING         | 5a HOUSING-FOR SALE          |
| 2b HOUSING SALE AND RENTAL | 5b HOUSING-FOR SALE          |
| 3a HOUSING                 | 6 GREENWAY PUBLIC OPEN SPACE |
| 3b RECREATIONAL VEHICLES   | 7,8 HOUSING AND COMMERCIAL   |
| 4a HOUSING                 | 10 MARINA AND DOCK           |



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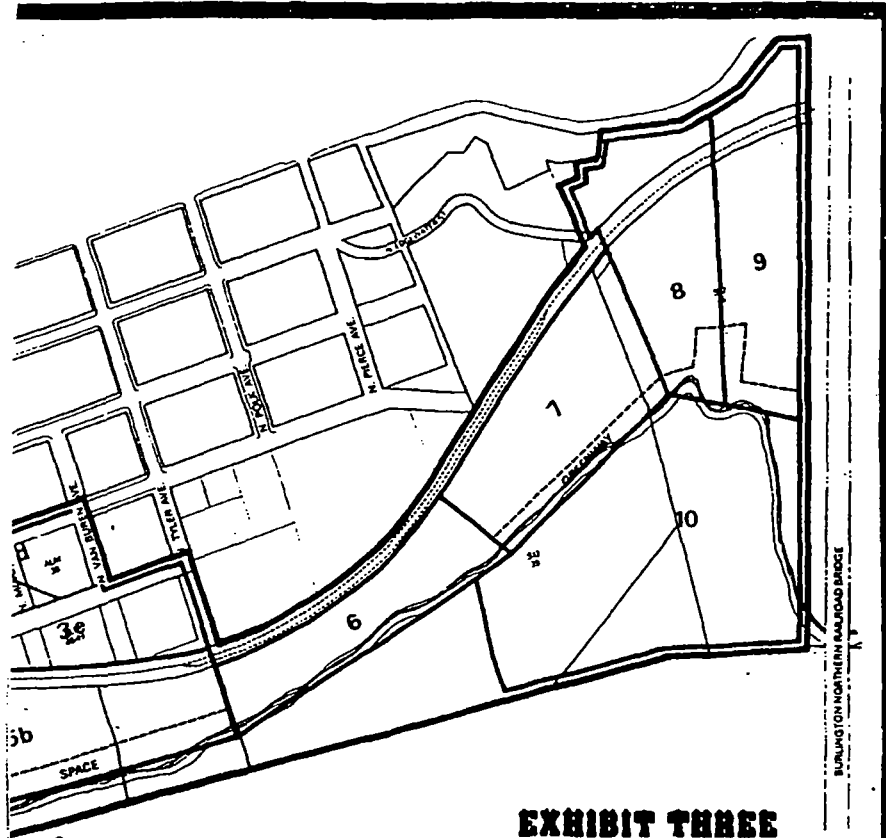


EXHIBIT THREE

TITLE:

URBAN RENEWAL PLAN & SUB AREAS



SCALE: 1" = 100'  
DATE: DECEMBER 1979

ST. JOHNS  
RIVERFRONT DEVELOPMENT

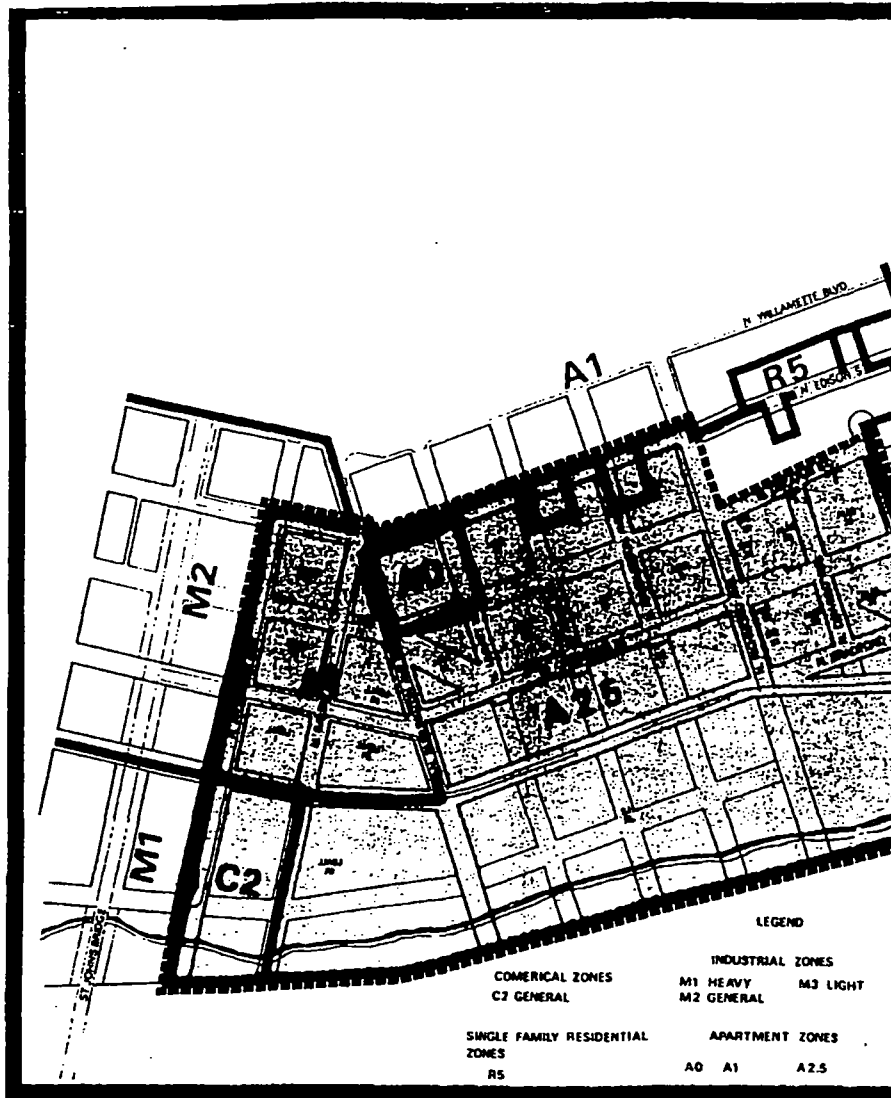
PORTLAND DEVELOPMENT COMMISSION  
CITY OF PORTLAND, OREGON

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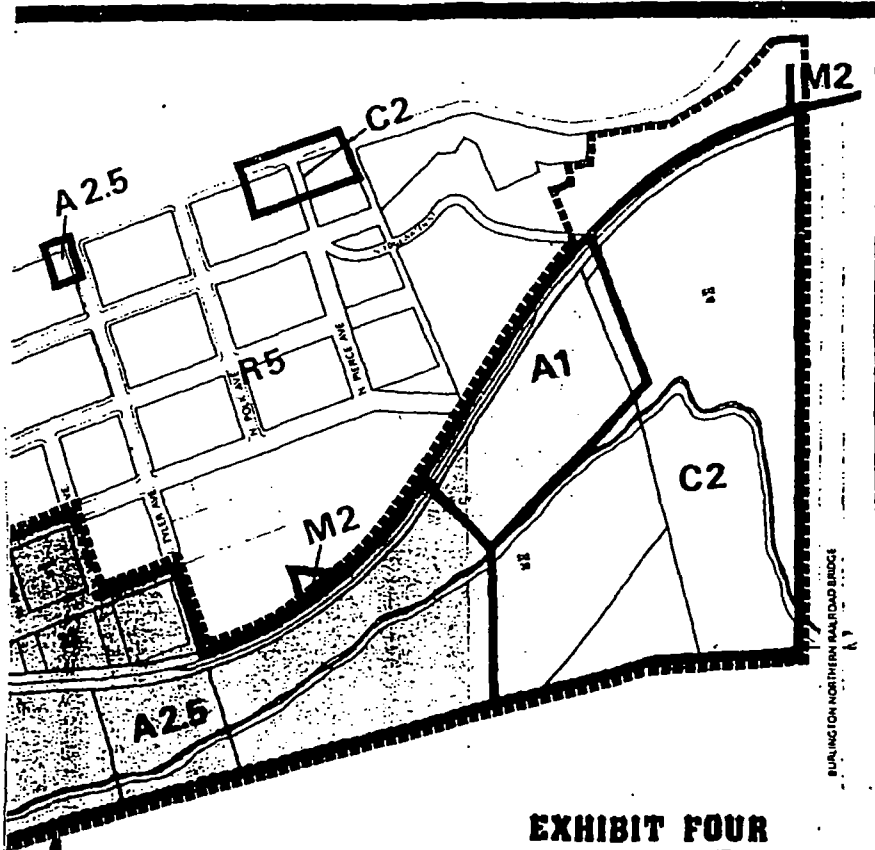


EXHIBIT FOUR

TITLE

PROPOSED RE-ZONING



SCALE: 1" = 100'  
DATE: \_\_\_\_\_  
REVISION: \_\_\_\_\_

ST. JOHNS  
RIVERFRONT DEVELOPMENT

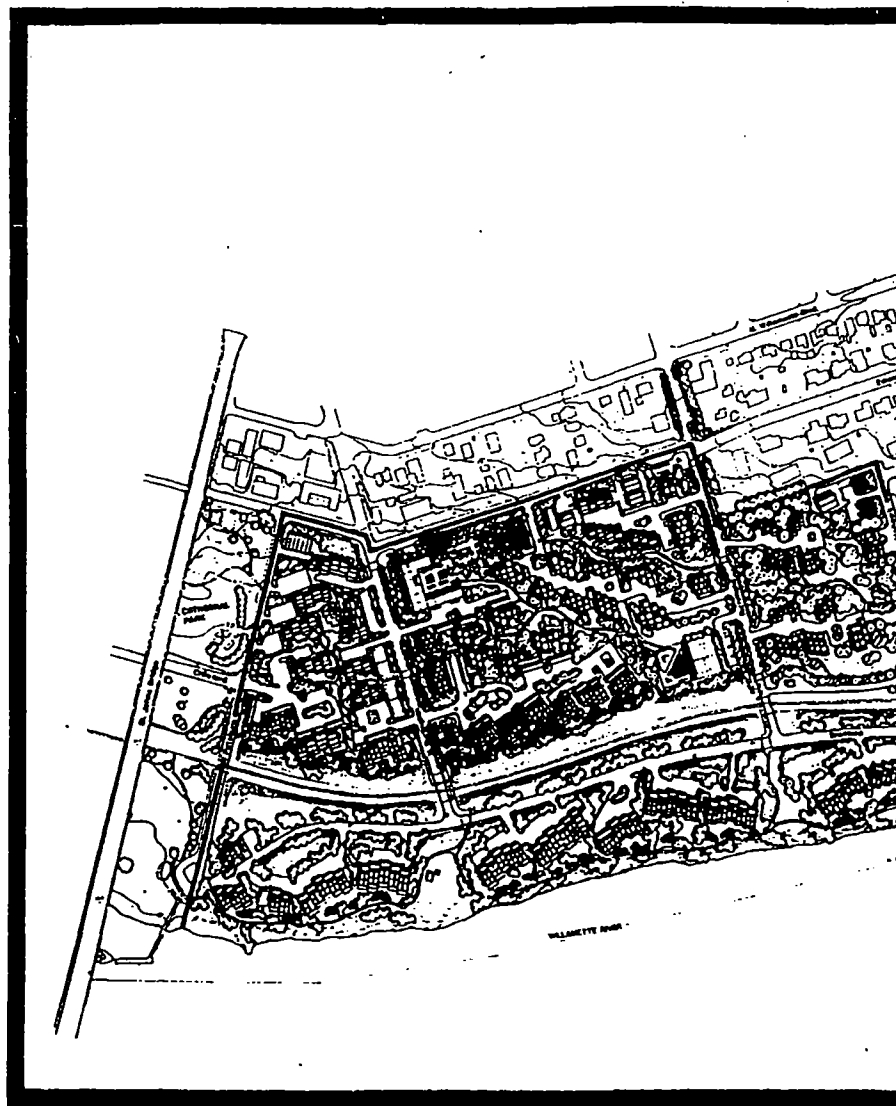
PORTLAND DEVELOPMENT COMMISSION  
CITY OF PORTLAND, OREGON

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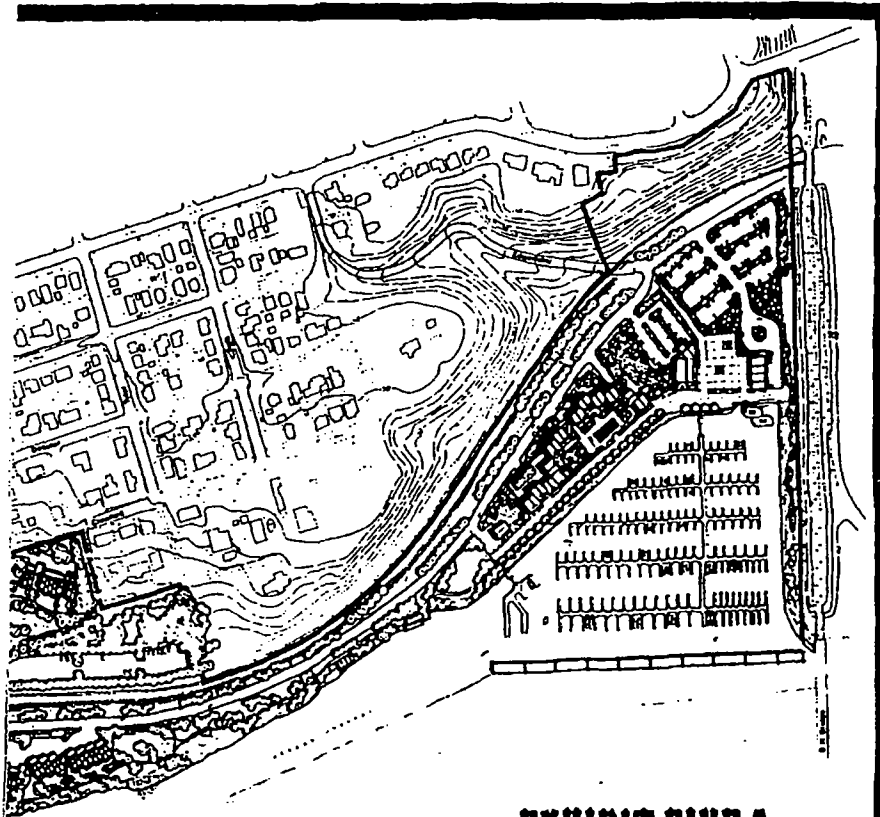


EXHIBIT FIVE A

TITLE:

# CONCEPTUAL DEVELOPMENT PLAN A



SCALE: 1" = 100'  
DATE: \_\_\_\_\_  
REVISED: \_\_\_\_\_

## ST. JOHNS RIVERFRONT

PORTLAND DEVELOPMENT COMMISSION  
CITY OF PORTLAND, OREGON

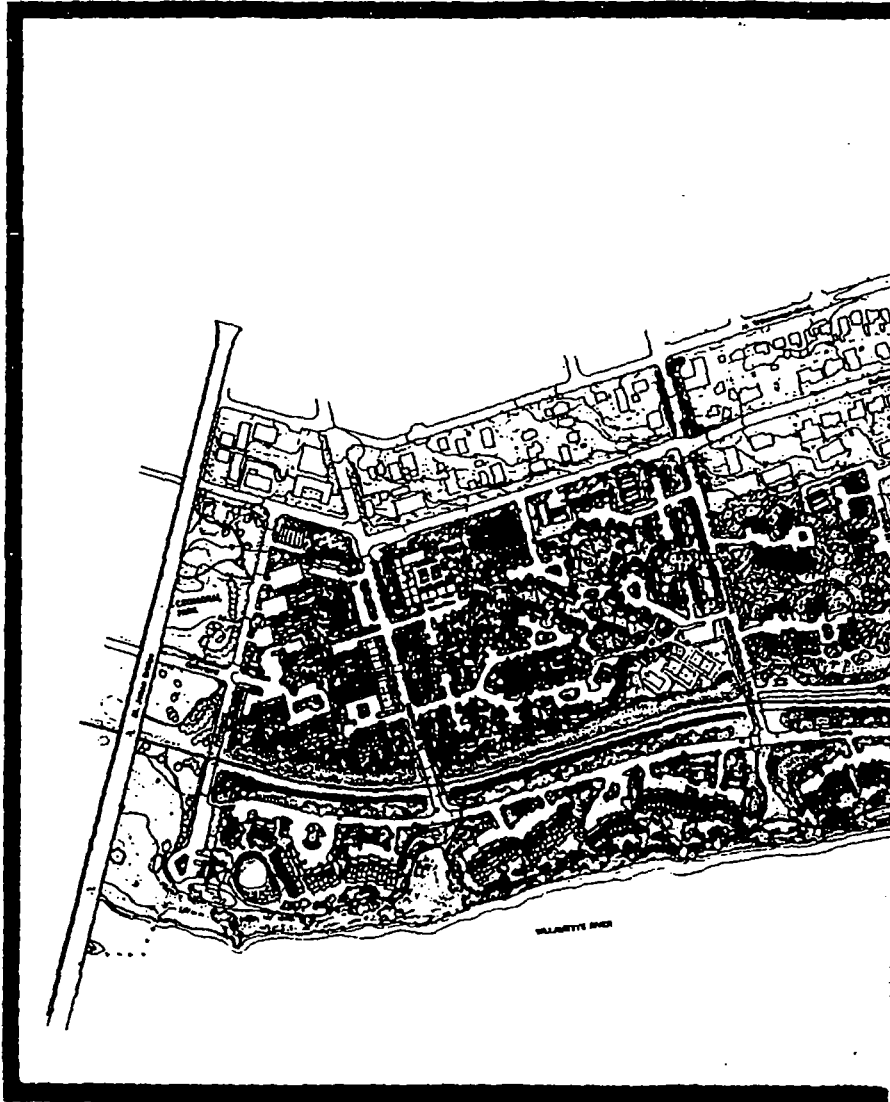
## DEVELOPMENT

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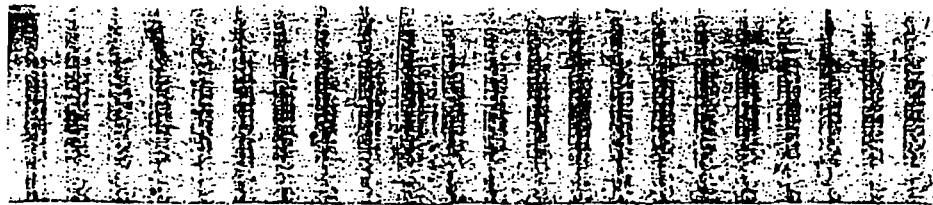
BOOK 1459 INC 464



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BOOK 1459 PAGE 465

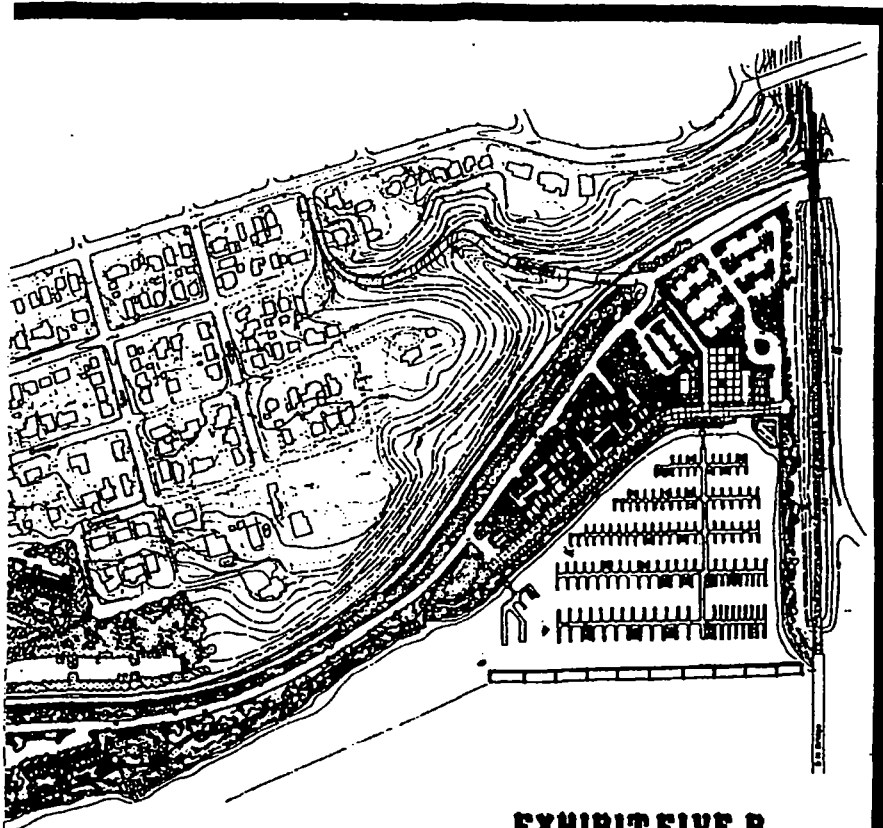


EXHIBIT FIVE B

TITLE:

# CONCEPTUAL DEVELOPMENT PLAN B



SCALE: 1" = 100'

DATE: 8/1/80  
BY: J.E.E.



**ST. JOHNS  
RIVERFRONT DEVELOPMENT**

PORTLAND DEVELOPMENT COMMISSION  
CITY OF PORTLAND, OREGON

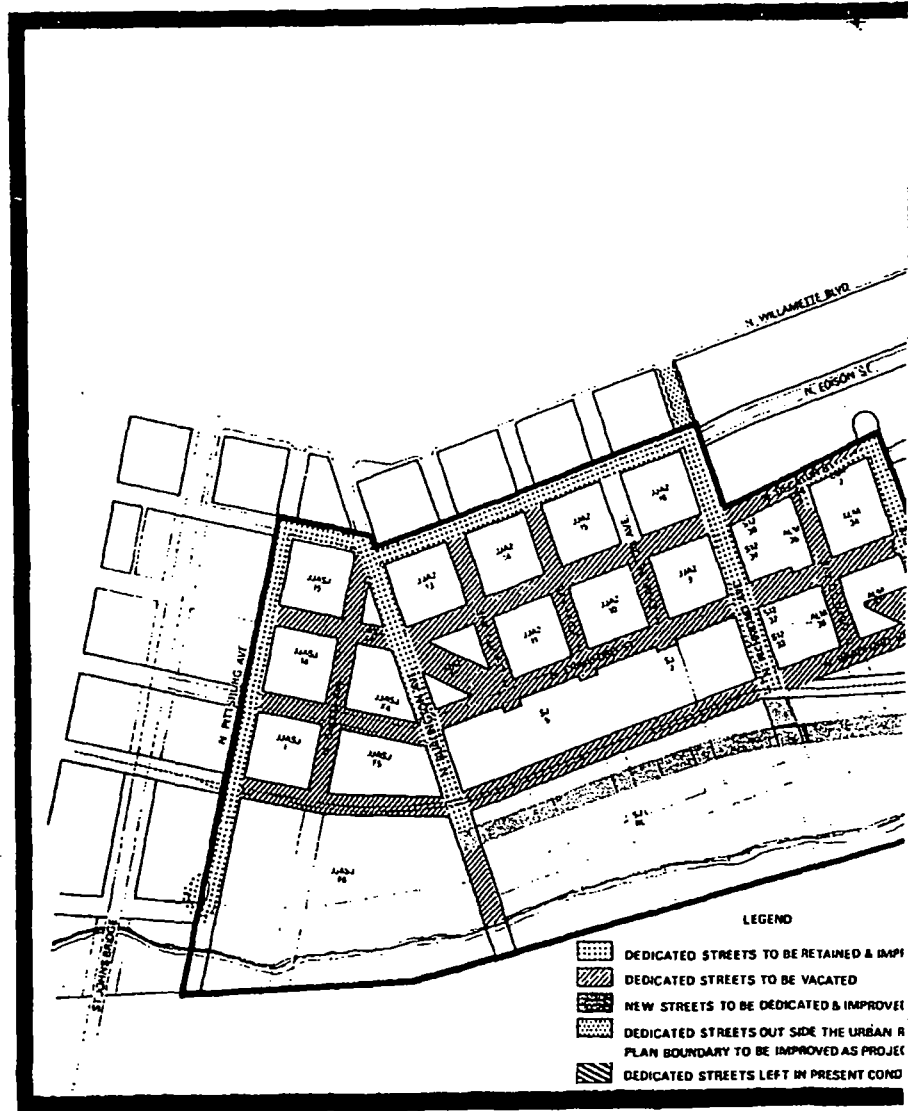
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BOOK 1459 PAGE 467

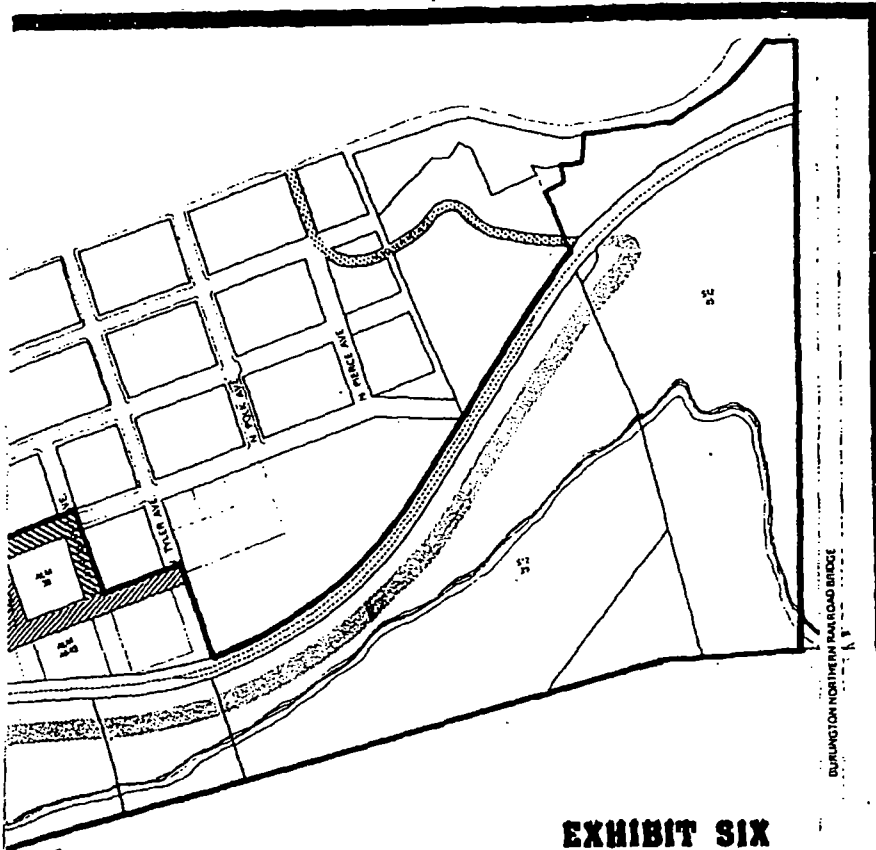


EXHIBIT SIX

TITLE:

STREET MAP



SCALE: 1" = 200'

DATE: \_\_\_\_\_  
REVISED: \_\_\_\_\_

ST JOHNS  
RIVERFRONT DEVELOPMENT

PORTLAND DEVELOPMENT COMMISSION  
CITY OF PORTLAND, OREGON

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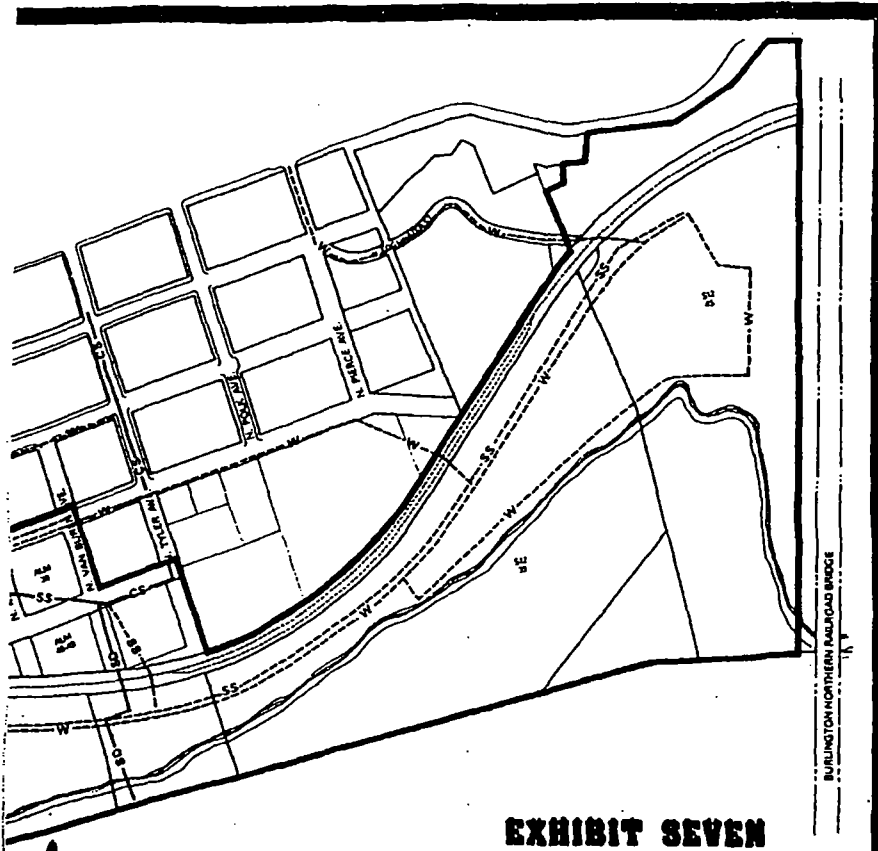



EXHIBIT SEVEN

TITLE: PROPOSED	
<b>UTILITY MAP</b>	
 NORTH	SCALE: 1" = 200' DATE: _____ DESIGNER: _____
<b>ST. JOHNS RIVERFRONT DEVELOPMENT</b>	
PORTLAND DEVELOPMENT COMMISSION CITY OF PORTLAND, OREGON	

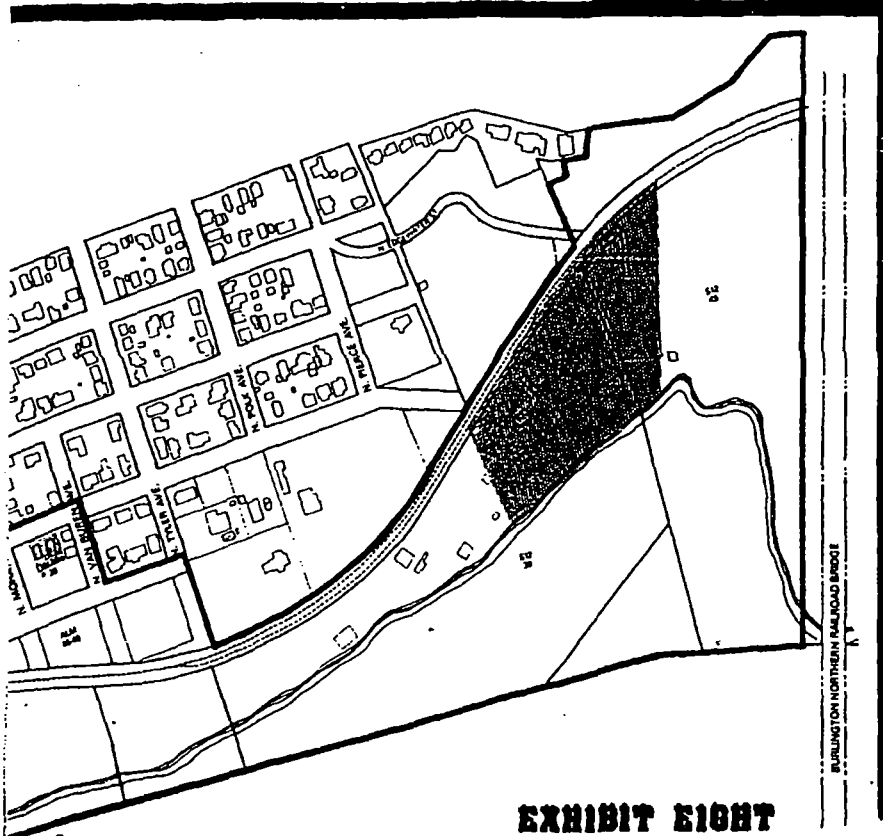
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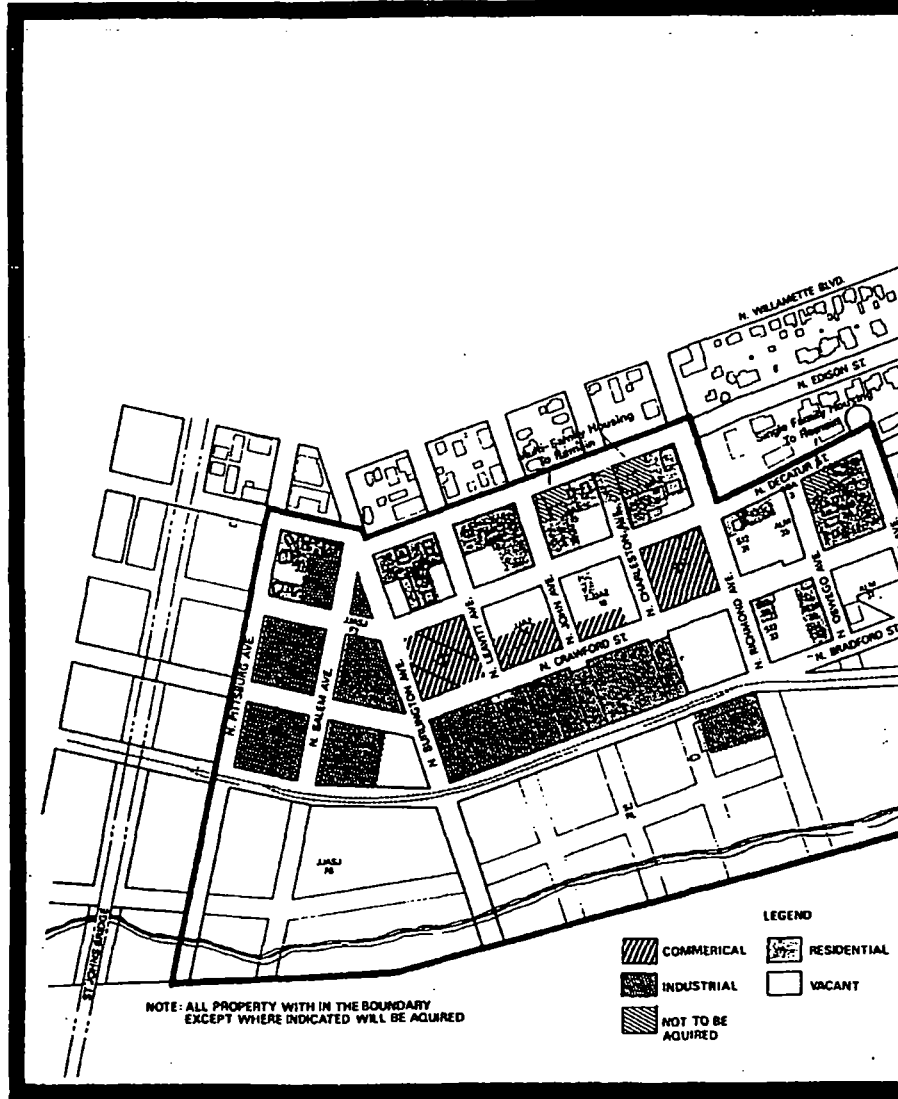


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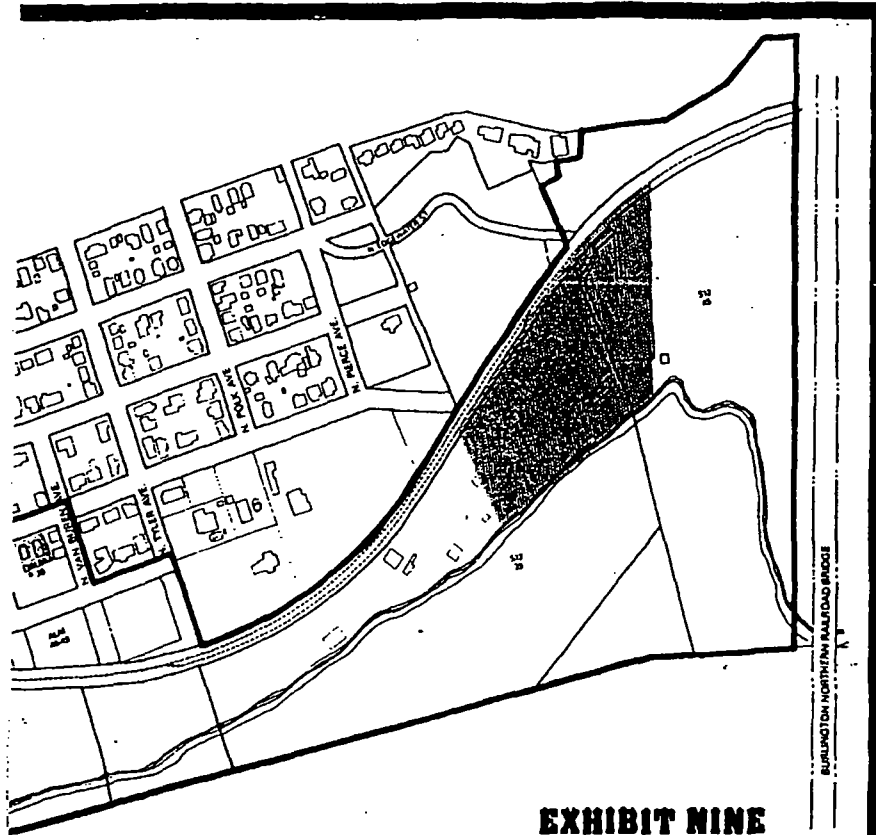


EXHIBIT NINE

TITLE:

DEMOLITION MAP



NORTH

SCALE: 1" = 100'

DATE: DECEMBER 1979

BY: [illegible]



ST. JOHNS  
RIVERFRONT DEVELOPMENT

PORTLAND DEVELOPMENT COMMISSION  
CITY OF PORTLAND, OREGON

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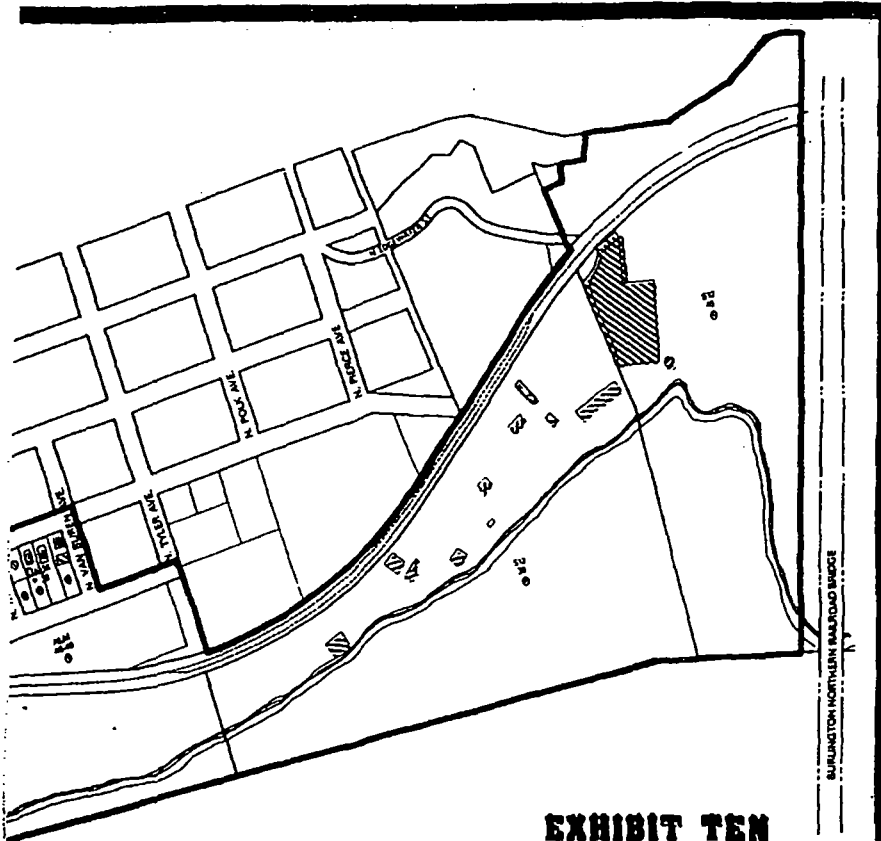


EXHIBIT TEN

TITLE

# EXISTING BUILDING CONDITIONS



SCALE 0 200  
DATE: REVISED:

## STATION'S RIVERFRONT DEVELOPMENT

PORTLAND DEVELOPMENT COMMISSION  
CITY OF PORTLAND, OREGON

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EXHIBIT 11  
ST. JOHNS RIVERFRONT DEVELOPMENT -- SCHEDULE FOR ACQUISITION, DISPOSITION AND DEVELOPMENT

1979		1980				1981				1982				1983			
S	F	W	S	S	F	W	S	S	F	W	S	S	F	W	S	S	F
mkt.data																	
re-use est.			re-use	appr													
acqu. appr.			acquisition		disposition						disposition						
			1-10		2(HAP)						1,2,3,4,5a,5b						
fin.p.			relocation								construct						
E.I.S/U.R.p.			1,2a	2b, 4-10							1,3						
			demolition														
			1-9														
			fnl.design, utilities, streets														
			1-10														
Init. devel. comm.			construction				construction										
			2(HAP)				2b										
			site prep.	settle			construction			construction					construction		
			1 - 10				4				5a				5b		
			bank stabil	patl bse	rock												
D.P.R.		appv1	constr. brwtr.				construction										
							9,10										
			demo.	dredge			construction										
			10	10			7										
				construct.													
				berm													

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Exh 2-40  
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REPORT ON THE URBAN RENEWAL PLAN

FOR THE

ST. JOHNS RIVERFRONT DEVELOPMENT

Adopted by Portland  
Development Commission  
5/22/80

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# INTRODUCTION

The St. Johns Urban Renewal Project will create 550 units of market-rate housing, 80 units of subsidized elderly housing, a marina, 2 restaurants, a commercial/light industrial water-oriented development, and public greenway/path along the entire shoreline with pedestrian access from the surrounding residential area.

The 550 units of market-rate housing will consist of about 35% rental units and 65% owner-occupied units—nearly the same ratio as exists in the surrounding neighborhood. By design, these units will attract families with children. The structures will be primarily one and two stories to minimize the obstruction of the hillside residents' views. Residential densities of 7 to 20 units per acre are planned. (Multi-family units in the surrounding area have been built at approximately 40 units per acre and the surrounding residential area has a density of about 8 units per acre. Current estimates call for rents of \$200-350 per month and sales prices of \$60,000 - 100,000 with the units between the railroad tracks and the bank selling at somewhat higher prices.

The 80 units of subsidized housing will be in a six-story apartment structure to be financed, built and operated by the Housing Authority of Portland. The structure will be located on a site which minimizes the elevation difference between the nearby St. Johns commercial district and is close to a proposed bus route through the project.

The marina will include permanent moorage for 250 boats as well as a restaurant. A breakwater will be constructed to protect the marina and to minimize conflicts with industrial river traffic. Approximately 5 acres will be devoted to marina/water-related commercial uses adjacent to the marina. It is expected that 100 jobs will be provided by this development. The second restaurant will be located at the opposite end to the project, adjacent to Cathedral Park which is now under construction. Both restaurants are optional and must be acceptable to developers of adjacent housing.

A public greenway/path will be provided along the entire riverfront linking the marina and Cathedral Park. The greenway will be a minimum of 30 feet wide and will be expanded significantly in areas where it intersects with pedestrian pathways through the project from the adjacent residential area.

Prior to the adoption of the St. Johns Riverfront Urban Renewal Plan, the State Legislature's recent amendments to the State Urban Renewal Law (ORS 457) require that a Report on the Urban Renewal Plan be prepared. The Report shall address the following subjects:

1. A description of physical, social and economic conditions in the urban renewal areas (activity areas) of the plan and the expected impact, including fiscal impact, of the plan in light of services or increased population.
2. Reasons for selection of each urban renewal area in the plan.

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3. The relationship between each project to be undertaken under the plan and the existing conditions in the urban renewal area;
4. The estimated total cost of each project and the sources of moneys to pay such costs;
5. The anticipated completion date for each project;
6. The estimated amount of tax increment money required in each urban renewal area and the anticipated year in which indebtedness will be retired.
7. A financial analysis of the plan with sufficient information to determine feasibility; and
8. A relocation report which shall include:
  - a. Analysis of residents and businesses to be relocated permanently or temporarily;
  - b. Methods to be used to relocate them; and
  - c. An enumeration, by cost range, of the existing housing units to be destroyed or altered and new units to be added.

This document constitutes the required report and shall be known as the "Report on the Urban Renewal Plan for the St. Johns Riverfront Development.

For the purpose of clarification of terms used in the recent amendment to ORS 457 as it affects this Report, the St. Johns Riverfront Area is a single, contiguous urban renewal area and the St. Johns Riverfront Development is a single, contiguous urban renewal project

The City of Portland's Planning Bureau and Development Commission (Urban Renewal Agency) retained the services of N. W. Region West, research consultants, to prepare an analysis of economic and fiscal impacts of the Urban Renewal Project. Their efforts resulted in a report, "Economic and Fiscal Impact Analysis for the St. Johns Riverfront Project", and, by reference, is made a part of this Report.

Further, the Planning Bureau and the Portland Development Commission caused an Environmental Impact Statement to be prepared by independent environmental consultants. Such Environmental Impact Statement is, by reference, also made a part of this Report. Staff of the Portland Development Commission prepared a Relocation Plan (Report) and it, too, by reference is made a part of this Report.

Because of the extensive physical, social, economic, and environmental analysis having been prepared for this Project, the thrust of this Report is to summarize this information to meet the requirements of the amended State Urban Renewal Law.

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## SECTION 100 - EXISTING CONDITIONS

- A. **LOCATION.** The Project Area is located in the St. Johns neighborhood on the east bank of the Willamette River. It is bounded by Cathedral Park on the west, residential uses on the north, an elevated railroad structure on the east, and the Willamette River on the South. See Exhibit A, attached herewith.
- B. **EXISTING PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS.** The Project Area contains slightly more than 96 acres of land and nearly one mile of river shoreline. The land forms are steeply sloped from Willamette Boulevard to the railroad right-of-way (which runs from east to west through the Project Area) and is gently sloping between the railroad and the river shoreline.
1. **Existing Land Uses.** The principal existing land uses are low-intensity industrial and some housing. Approximately 40% of the land is vacant. See Exhibit B, attached herewith. There are currently 71 dwelling units in 33 structures located within the Project Area. Of these, 27 are single-family units and 44 multi-family units. The current assessed value of the Project Area, including land and improvements, but excluding private utilities and personal property is \$4,522,400.

A summary of existing land use by land area and percent of total areas is as follows:

Land Use	Land Area	
	Acres	% of Total
Water	13.79	14.35
Vacant	37.60	39.14
Single-Family Residential	3.38	3.51
Multi-Family Residential	1.37	1.43
Parks	None	—
Commercial	None <sup>1</sup>	—
Industrial	19.73	20.54
Public/Institutional	0.69	0.72
Improved Streets	6.82	7.10
Unimproved Streets	11.22	11.68
Railroad Right-of-Way	1.47	1.53
<b>Total Land Area</b>	<b>82.28</b>	<b>85.65</b>
<b>Total Project Area<sup>2</sup></b>	<b>86.07</b>	<b>100.00</b>

<sup>1</sup> 12 commercial buildings exist on industrially zoned land

<sup>2</sup> Land and Water Area

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While most of the area is zoned for industrial use only, 14 businesses remain with a total employment force of about 150 workers. At one time the area supported over 3,000 employees. Changes in industrial development and economic constraints brought about changes in industrial operations. The river no longer serves as a major mode of transportation for industry and the site is isolated from the freeway system. Streets into the area are steep and narrow and pass through residential sections of St. Johns—a condition disliked by both the residents and industry in the area. Another contributing factor to the decline is the extremely limited land area between the rail line and the riverbank. Distance between these two features range from 200 to 500 feet, the average distance being about 450 feet. An area of 1,000 feet or more is generally required for most facilities being developed today.

The result has been a gradual moving away of industrial uses to areas more accessible to highways which offer sites for more efficient operations. New industries have not replaced those that left and a large number of vacant, under-utilized parcels remain. Many of these sites are being used for open storage of industrial vehicles, equipment, and miscellaneous items.

Land use conditions can generally be described as unstable. The elevated railway on the east edge and Cathedral Park to the West isolate the proposed project site from other industrial uses. Industries are moving away and there appears to be little demand for industrial sites in the area.

While less than five percent (5%) of the Project Area is used for residential purposes at the present time, the principal cause for such low figure is the presence of an unattractive living environment.

2. Building Conditions. About 45 percent of the buildings in St. Johns were built before 1939. Single-family structures are generally older than multi-family buildings, a condition which reflects a trend toward multi-family developments replacing older single-family units. This trend is also evident along the north edge of the proposed project area.

The following is a tabulation of the types of buildings in the area and their condition, based upon inspections conducted by inspectors from the Bureau of Buildings. See Building Conditions, Exhibit C, attached.

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Type of Building	Building Condition			
	Good	Fair	Poor	Total
Residential	16	7	10	33 <sup>1</sup>
Commercial	5	0	7	12
Industrial	3	7	2	12
Total	24	14	19	57

<sup>1</sup> The 33 structures contain 17 single-family units and 36 multi-family units.

3. Topography and Soils. The area is divided, by the existing Union Pacific railway, into two land forms. The area between the railroad track and the river is flat, and the area above the tracks varies in topography from gentle slopes at the west end to steep hillsides at the east. According to the U.S. Army Corps of Engineers, it is above the flood plain.

Much of the lower area between the railroad track and the river is made up of fill material, some of which is highly organic and soft. A saw-mill used to be located in that area, and mill waste along with dirt and debris make up the fill. As a result, it is expected that uneven settling will occur. Soil stabilization work will have to be done, or piling driven into the ground, before extensive development can take place. It may be difficult to place shallow foundations on the site in its present condition in sub-areas 4a, 4b, 5a, 5b, 7, 8, & 9.

The lower area also suffers from the threat of severe erosion if left in its present state. Numerous slope failures have been observed along the shoreline by soil engineers from the firm of Rittenhouse-Zeman Associates. It is their opinion that riverbank stabilization efforts will be necessary to check erosion. Such stabilization work will be more essential after removal of existing piling which presently helps to dissipate wave energy against the shoreline.

The area above the railway is generally stable, except along Bradford Street east of Richmond. Signs of minor instability and erosion are evident in that section, and erosion control measures will be necessary before the area is developed.

4. Sewer and Water Facilities. A combined sanitary and storm sewer system presently serves the project area. The system was built in the early 1900's, and consists mainly of vitrified clay pipe. Problems arise during stormy weather when storm run-off mixes with sanitary sewage which drains into the river. The project area is situated below the main drainage system, and sanitary sewage is now pumped uphill into the main system.

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City sanitary engineers indicate that the present system is in a deteriorated condition and would not be adequate to serve any new development. It is barely adequate to serve the minimum industrial and residential development there now. City engineers feel that proper servicing of the site requires a separated storm, sanitary sewer system.

The existing water supply system is also old and in need of upgrading. The System consists of cast-iron pipe laid in sawdust fill. Water service is minimum and barely adequate to serve existing uses. The Bureau of Water Works feels that any publicly assisted project will require a new looped 12-inch water main.

Fire protection is now provided to the Project Area, but future development will necessitate upgrading of the service. Basically, the Fire Bureau has the same requirements as the Water Bureau with the additional requirement that a dedicated roadway parallel to the railroad tracks be constructed to City standards for fire fighting access. See Utilities Map, Exhibit E, attached.

5. Other Utilities. There does not appear to be any significant problems in the area with respect to other utility services. Power, telephone, natural gas, and other services can be provided to the area as necessary to meet the needs generated.
6. Streets. About one-third of the streets in the Project Area are unimproved or in need of repair. Exhibit F attached hereto shows streets in the area that are paved. Some of these, however, have not been built to City standards. Most of the remaining streets are dirt and gravel, and a few exist only on paper. All of the unpaved streets have ruts and pot holes. This condition is so extensive on some streets that they are impassable by automobile.
7. Traffic Circulation. A major problem in the St. Johns area is the flow of traffic, particularly truck traffic, through the neighborhood. Willamette, Philadelphia, Ivanhoe, Lombard, Smith, Fessenden, St. Louis, and Columbia are streets with major traffic volumes and traffic problems. Numerous smaller streets are carrying cross traffic through neighborhoods, creating intersection problems and disrupting the neighborhood with noise, litter and air pollution.

The City's Arterial Streets Planning program is dealing with these issues by relocating truck traffic off of Smith, St. Louis and Fessenden streets and on to Columbia Boulevard and a future extension of Marine Drive. Additional transportation planning is underway to deal with intra-neighborhood traffic flow. Recommendations for re-routing truck traffic are contained in the St. John's Waterfront Access Study, Robert Conradt, 27 August 1979.

The project area is located away from the main flow of traffic and is not as seriously affected by these problems. Much of the area is now vacant land and generates only minimum traffic.

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Access to the Project Area is provided by N. Burlington, N. Richmond, N. Tyler Avenue, and Edgewater Street. See Exhibit G, Principal Access Routes in Vicinity of Project. Of these streets, North Burlington and North Richmond serve as primary access. North Tyler Avenue is a narrow, predominantly residential street and is not suitable as a major connection to the project, although it could be used in emergencies as access to the project. The eastern portion of the project is served by Edgewater Street which is narrow and steep with a low traffic carrying capacity. This, and the extensive substandard street conditions have contributed to traffic problems that exist in the Project Area.

8. Railway Traffic. A Union Pacific Railway line runs through the length of the project area, but it is no longer utilized by industrial uses that remain. This railway is the primary linkage between Albina Yard and Terminal #4. It is not the primary linkage between Albina Yard and Rivergate. The main track connecting these points runs through the Swan Island tunnel to Barnes Yard, and then to Rivergate. The following describes the nature of rail traffic moving through the project site.
- a. On the average, there are 3.5 "trains" per day passing through the Project Area. It is common that there are no train movements through the area on weekends.
  - b. Two thirds of all trains passing through the site took less than one minute to pass a given point and consists of less than 15 cars. It is common for a train to consist of a single engine and one or two cars. The longest trains average about 50 cars.
  - c. Maximum allowable speed for trains travelling within the yard (the St. Johns' track is within the yard) is 20 mph. Because of the number of on-grade crossings which trains presently encounter while passing along this stretch of track, speeds are kept to a minimum - generally around 10 mph.
  - d. Forty-nine percent of train activity on the St. Johns track occurs between the hours 8 a.m. - 8 p.m. All of these train movements were of less than 3 minutes duration.
  - e. Grain, autos and containers are the predominant types of cargo passing from Terminal #4 to the Albina yard. Seldom do toxic materials pass through the St. Johns area. However, the City periodically receives a shipment of toxic gas for use in the municipal sewage treatment plant.
  - f. There has never been a recorded rail accident involving toxic materials in the St. Johns area. Very toxic materials going through St. Johns to Rivergate could go from Albina to Troutdale and then to Rivergate via Barnes yard.

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- g. In the 10 year period between 1967 and 1977, there was one recorded crossing accident involving a train and a vehicle at Burlington Avenue. There has never been an accident in the St. Johns area involving a pedestrian or derailment.
  - h. Union Pacific has never received a formal complaint from anyone working or residing along, or in close proximity to, the St. Johns line regarding excessive noise, potential hazards or safety violations.
  - i. An increase in industrial growth in Rivergate will not cause an increase in trains along the St. Johns track through the Project site; an increase in the storage and receiving capacity of Terminal #4 would.
  - j. Union Pacific officials feel that because of the presence of the St. Johns track, the widening of North Bradford will be an issue for the Public Utility Commission and the Public Utility Commissioner to resolve. They feel that it may be necessary to provide gate crossings and signals at Pittsburg, Burlington Avenue, North Richmond and Edgewater.
9. Noise. An analysis of noise sources affecting the Project Area was performed by Paul Herman, Noise Control Officer with the Bureau of Neighborhood Environment. Noise from aircraft or river traffic do not have a major effect. However, noise from the Union Pacific Railway bisecting the area and the Burlington Northern rail bridge at the east end does affect the Project Area. This will necessitate noise control improvements and setbacks to shield proposed development from the adverse effects of railway noise.
10. Social Conditions. St. Johns is a relatively stable neighborhood with a predominantly blue-collar workforce. Residents have a strong neighborhood identity, and many citizens in St. Johns are actively involved in a neighborhood revitalization effort.

According to the 1970 census data, the area is classified as below the median income level for the Portland Metropolitan area. There is a high degree of owner-occupants in the area (60% in St. Johns, compared to 54% for Portland generally). Census data also show that there has been an overall increase of about 7% in population in St. Johns between 1960 and 1970. Figures indicate that there is a population shift toward younger age groups in their 20's, and fewer families with children. There actually was a drop in the number of children under 10 years of age in St. Johns between 1960 and 1970. This combined with a lower birth rate, has resulted in declining school enrollment.

Despite its stability and citizen interest in neighborhood improvement, the district is rated by Police statistics as a fairly high crime area compared to the rest of Portland.

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Although St. Johns has been experiencing a high rate of crime, the incidence of crime in the Project Area is low. This is due mainly to the fact that few people live within that area. Other than Cathedral Park, there is little to attract people to the area. Based on information provided by the Portland Police Bureau, crimes consist mainly of car burglary and theft in and around Cathedral Park.

During the years 1969 through 1975, fires in the Project Area occurred about two to three times per year with losses ranging from \$50 to \$10,000. Most of the fires were in residential buildings, but the greatest losses occurred in non-residential properties. One fire has taken place in a residence in that area since 1975.

11. Property Values. Total assessed valuation of properties in the Project Area is \$4,522,400. Compared with other industrial areas around Portland, industrial properties in St. Johns are valued low. Comparative information below show land values in the St. Johns district compared to other areas:

Land Values in Portland and Suburban Industrial Areas		
Industrial Area	Value per Square Foot of First 100 Feet in Depth	
	1976 Sale Prices*	
	High	Low
Within Portland		
Guilds Lake	\$2.00	\$1.40
Swan Island	1.50	1.50
Columbia Boulevard	1.50	0.90
St. Johns	0.80	0.57
Suburban		
Clackamas	0.70	0.45
Tigard	1.15	0.39
Beaverton	1.38	0.91

\*First nine months of 1976.

This information indicates that St. Johns District has the lowest land values within the city, and has a lower value than the closer-in suburban areas such as Beaverton.

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Summary and Conditions

The area included in the proposed Urban Renewal Plan is characterized by the existence of the following conditions as outlined in this Section:

1. Vacant, underutilized and inappropriately utilized land.
2. Structures in poor condition.
3. Poor soil conditions hindering proper development and threatening severe erosion.
4. Obsolete, unimproved and inadequate public utilities and streets.
5. Depreciated land values resulting in decreased tax revenues.

Based on these conditions, the following conclusions can be reached regarding the Area:

1. The Area meets the statutory definition of a blighted area under ORS 457.010.
2. Substantial acquisition, clearance, and redevelopment are necessary to eliminate the blighting conditions and create an attractive, productive and safe area.

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SECTION 200 - REASONS FOR SELECTING THE URBAN RENEWAL AREA

Initial consideration of the proposed urban renewal area for redevelopment resulted from the decision by U. S. Department of Housing and Urban Development to begin a new grant program.

The Urban Development Action Grant (UDAG) program was announced by HUD in 1977 to make funds available to cities for purposes of developing housing, neighborhood improvements and economic development projects. Two primary goals of the program are to encourage the use of private sector development funds through the leveraging of federal dollars and to create projects that can be rapidly planned, organized and implemented.

At the time the UDAG program was introduced by HUD in 1977, Portland was showing progress in countering or slowing many of the adverse trends of central cities throughout the country. Through a combination of projects and policies often involving combined public and private investments, the city was moving towards downtown and neighborhood revitalization, improved public transit and arterial streets planning, urban containment policies and counters to further suburban sprawl.

Concurrent with this progress, however, Portland was still facing major problems and issues ranging from the consolidation and closure of neighborhood schools (previously at the center of neighborhoods) to increasing single person households, decreasing housing supplies and energy inefficiency due to the lack of close ties between the location of housing and the location of major transit corridors. Gradual change in the population composition of the city was also occurring, largely as a result of the outmigration of income earning families with children.

The nature of problems confronting the city demanded a comprehensive and integrated strategy to guide city programs and the expenditure of resources. Accordingly, the Mayor of Portland recommended the city concentrate its energies on the following objectives:

- (1) Develop a less dependent, more self-regulating City population.
- (2) Return and keep families in the City and children in the schools.
- (3) Increase community support for public education.
- (4) Obtain better use of existing under-utilized City and schools infrastructure.
- (5) Reinforce City trends supportive of racial integration.
- (6) Reduce crime.
- (7) Conserve energy.

The underlying assumption of these objectives was that the composition of the population is decisive in determining the capacity for self-help and neighborhood self-help, the demand for tax supported services, the quality of public education (a mix and diversity in the schools improves education), and a willingness and capacity to pay for public services, including schools and police.

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In order to implement these objectives, it was necessary to formulate an overall action plan for the City. The tools available to help facilitate this plan included the city's Community Development Strategy and Economic Development Plan, as well as the proposed Comprehensive Land Use Plan and other neighborhood stabilization efforts. The UDAG program was another element of the overall plan that would support the Mayor's objectives and take advantage of unique opportunities to integrate several different government programs within one project.

Portland's early action grant proposals were aimed in three directions: the development of housing near major transportation corridors, housing in school target areas, and downtown housing.

The concept of housing at nodes was directed toward providing high density housing developments near mass transit stations, thus helping alleviate energy consumption and air quality problems and encouraging racial dispersion by providing housing opportunities for all income levels.

Housing in school target areas was based around the development of vacant land and lots near neighborhood schools experiencing severe enrollment decline and where the school district had committed funding for new capital improvements. As part of this concept, in exchange for a partial or complete land write down, the City could obtain developer commitment to construct small single family units that could be marketed to single person households, particularly senior citizens, occupying large houses too costly and uneconomical to maintain. As part of the "filtering-down" process, larger houses near schools, vacated by senior citizens taking advantage of smaller, more easily managed units, could be marketed to families with children.

Downtown housing proposals centered on the development of mixed income, high density housing units in areas of no occupancy units and vacant and underutilized parcels, in conjunction with existing and future downtown revitalization programs, i.e. transit mall, waterfront plan and subsidized housing projects.

An effort to find suitable action grant project sites was begun upon the integration of the program with adopted city policies and objectives. Twenty-one sites throughout the city were evaluated by the Office of Planning and Development - OPD, with the assistance of the Bureau of Planning and OPD Economic Planning staff. Of these, five were selected to study in detail. Subsequent feasibility analysis resulted in the selection of two final alternative project sites within the Lents and St. Johns neighborhoods.

In September 1977, a Lents Citizens Advisory Committee - CAC was formed to provide community review of the Lents action grant proposal. The final determination of the committee was to recommend against the Lents site and project.

During the fall of 1977, and concurrent to the activities relating to the Lents action grant proposal, a St. Johns Citizens Advisory Committee was appointed by the Mayor to discuss a series of redevelopment options for the St. Johns waterfront. In the course of the Committee's meetings, four alternatives emerged ranging in orientation from strictly industrial to all residential land uses.

In response to the four original alternatives, the City, in close relationship with the Citizens Advisory Committee, studied the market support for each proposal. Each alternative was also evaluated with respect to its consistency with review criteria established by the Citizens Advisory Committee. At the conclusion of this process, three refined alternatives emerged for final review and evaluation.



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In the fall of 1977, City staff and technical consultants focused on the market, transportation and environmental impacts of each of the three alternatives. The conclusion of these studies was that the Assisted Residential Alternative was preferable from a market, transportation, and environmental impacts point of view.

Thus the final conclusion was that the location of the site, existing conditions on the site and its development potential for residential use all combined to support city-wide objectives and compliment previous public investments in the St. Johns Business District, park improvements and housing rehabilitation.

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SECTION 300 - THE RELATIONSHIP BETWEEN EACH PROJECT TO BE UNDERTAKEN UNDER THE PLAN AND THE EXISTING CONDITIONS IN THE URBAN RENEWAL AREA

Each project is interpreted to mean each urban renewal activity or action to be undertaken under the Plan. See Section 600 of the Urban Renewal Plan for the St. Johns Riverfront Project.

- A. **REAL PROPERTY TO BE ACQUIRED.** The Portland Development Commission will acquire property, including vacant land, to eliminate detrimental land uses or conditions, to remove blight and blighting conditions and to achieve the objectives of the Urban Renewal Plan.
- B. **REAL PROPERTY NOT TO BE ACQUIRED.** Certain properties described in the Plan are not expected to be acquired. Such properties are capable of rehabilitation and the owners will be encouraged to do so.
- C. **RELOCATION OF RESIDENTS AND BUSINESSES.** Since occupied residential, commercial and industrial properties will be acquired, relocation activities will be undertaken by the Portland Development Commission--see Section 800 of this Report.
- D. **DEMOLITION AND SITE CLEARANCE.** Developed properties which are to be acquired by the Portland Development Commission will be demolished and cleared from their respective sites to make possible the redevelopment of the area and the implementation of the proposed land use plan.
- E. **PUBLIC IMPROVEMENTS.** New water, sanitary sewer, storm sewer systems, as well as new streets, with full improvements, will be installed in the Project Area to serve the existing residents who will remain and the new residents and businesses that are anticipated. None of the existing facilities are adequate to accommodate additional development. Privately owned utilities--gas, power and telephone--will be provided by their respective serving utility companies.
- F. **REHABILITATION AND CONSERVATION.** See subsection B of this Section 300.
- G. **REAL PROPERTY DISPOSITION.** The real property which the Portland Development Commission will acquire, except for that which will be retained for public streets and other public uses, will be disposed of to private developers for development in accordance with all of the terms and conditions set forth in the Urban Renewal Plan.

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- H. **REDEVELOPER OBLIGATIONS.** The Portland Development Commission will sell property at fair market value to qualified redevelopers (developers) to develop the cleared land in conformity with the Urban Renewal Plan. Redevelopers, or owner participants, will be required to consummate and comply with appropriately prepared agreements to assure proper development and rehabilitation in accordance with the Plan.
- I. **COOPERATION WITH PUBLIC BODIES.** The involvement and cooperation of other public agencies may be required to carry out the Urban Renewal Plan. Such involvement may include cooperation in regard to city utilities, public streets and the Willamette Greenway.
- J. **PROPERTY MANAGEMENT.** During the period of time between acquisition and disposition, the Portland Development Commission will provide property management services for the property acquired.

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SECTION 400 - THE ESTIMATED TOTAL COST OF EACH PROJECT, THE SOURCES OF MONEY TO PAY SUCH COSTS AND ANTICIPATED TAX INCREMENT REQUIREMENTS

A. The following cost estimates have been developed by the Portland Development Commission and its consultants:

1. Administration

a. Administration	
5 years @ \$175,860/yr. avg.	\$884,300
b. Environmental Impact Statement	252,000
c. Development Consultants	30,000
d. Construction Administration & Supervision - coordinate utility design and construction	150,000
e. Miscellaneous Consulting Services	
Urban Renewal Plan, Brochures, Public Information	50,000
	<u>\$1,366,300</u>

2. Property Acquisition and Related Expenses

a. Purchase of Property	
Incl. tax proration, closing costs	\$7,500,000
b. Interest on Acquisition loan	
@ 6.25% to Feb. 14, 1980	74,000
c. Appraisals	
Acquisition	
Reuse	
Options - Incl. 15% contingency	135,000
d. Relocation	1,790,000
e. Demolition	<u>649,000</u>
	<u>\$10,148,000</u>

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3. Public Improvements

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a. Site Preparation	\$1,108,300
5' excavation and backfill for Bradford and building pads, re- move excess	
b. Sewers	804,000
Storm, Sanitary, Lift Station Coordination	
c. Water	673,500
New Mains, hydrants, adjust existing facilities	
d. Streets	285,700
New streets (Edison, Bradford) Repaving (Pittsburgh, Burlington, Richmond, Edgewater)	
e. Sidewalks	288,200
Base preparation, waterfront path, sidewalks	
f. Street trees and street landscaping	305,700
g. Sound Barms	189,400
4-8' high, planting, irrigation	
h. Lighting	140,000
Streets and waterfront (antique)	
i. Railroad Crossing Signals & Gates	255,000
3 pairs \$85,000 and computer	
j. Riverbank Stabilization	618,500
Excavation, rip rap	
k. Greenway Trail Development	261,000
Landscaping, irrigation, benches	
l. Signs and Graphics	65,000
m. Utilities	- 0 -
n. Breakwater Construction	360,000
o. Dredging and Pile Removal	220,000
	<hr/>
	\$5,574,300
p. Construction Contingency	888,600
15% of construction	
q. Construction Overhead	474,000
8% of Construction	
r. Engineering and Final Design	350,000
	<hr/>
	\$1,712,600

4. <u>Total Direct Project Cost Estimate</u>	\$18,801,200
5. Interest and Contingency	2,098,800
	<hr/>
	\$20,900,000

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- B. The estimated \$18,801,200 in direct Commission costs described in sub-section A. of this Section 400 are anticipated to be provided from the sources identified in the following Financing Plan. The Financing Plan is not intended to be final; changes will occur as the urban renewal plan is implemented, final designs and construction contracts approved and property appraised and purchased.

Permanent Funding

City of Portland (Federal U.D.A.G. Funds)	\$9,000,000
Urban Renewal and Redevelopment Bonds (Tax Increment Financing)	5,900,000
Land Disposition Proceeds	7,000,000
<b>TOTAL</b>	<b>\$21,900,000</b>

This Financing Plan anticipates the need for the Commission to receive a loan during the implementation of the urban renewal to assist in financing the program until all of the land proceeds are received, which should occur by FY 1984-85. Currently, this loan, estimated at 6.5 million, is expected to be provided by methods described in Section 600.B.4. with repayment by tax increment revenues to be received under ORS457.420 to 457.440 and land disposition proceeds.

Including issuing costs for both the short term loan and the final bonds plus interest on the short term loan, the total amount of bonds anticipated to be issued should be approximately \$5.9 million.

The actual amount can only be determined when final costs are clearer. In addition to the potential repayment of the City's loan, or in lieu of repayment of a portion or all of the loan, bond proceeds may be needed to pay for unanticipated expenses or increases in the costs of project activities experienced during the implementation of the Plan.

As indicated in Section 600 of this Report, the increased assessed value within the urban renewal area should support \$5.9 million in bonds assuming a 9.0% interest rate and 25 year serial bonds. The resulting total amount of revenues to repay the principal and interest on the bonds over their life will be approximately \$11.9 million. This amount will be provided from revenues to be received through the tax increment process and land disposition proceeds. All indebtedness should be retired or otherwise provided for by the year 2008.

This Financing Plan is subject to change based upon actual costs, interest rates, final disposition values, the availability of anticipated loans and grants, and similar factors.

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SECTION 500 - THE ANTICIPATED COMPLETION DATE FOR THE PROJECT

It is estimated that the completion date for each major project activity will be as follows:

- |    |                      |             |
|----|----------------------|-------------|
| A. | Administration       | 1983 - 1984 |
| B. | Property Acquisition | 1980 - 1981 |
| C. | Project Improvements | 1982 - 1983 |
| D. | Private Development  | 1984 - 1985 |

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SECTION 600 - A FINANCIAL ANALYSIS OF THE PLAN WITH SUFFICIENT INFORMATION  
TO DETERMINE FEASIBILITY

A. PRIVATE DEVELOPMENT AND FINANCING

The City Planning Bureau and the Portland Development Commission retained the services of N.W. Region West, research consultants, to prepare an economic and fiscal impact analysis for the St. Johns Riverfront Urban Renewal Project.

The completed analysis, "Economic and Fiscal Impact Analysis - St. Johns Riverfront Development Project", was transmitted to the City on June 25, 1979 and is hereby included within this Report by reference as if included herein in full.

This included report contains an analysis of existing conditions and the impacts of the proposed Urban Renewal Plan on population, income, employment, housing and schools.

This Analysis concludes the proposed redevelopment of the Area as provided for in the Urban Renewal Plan is feasible in that private developers and financial institutions will be willing to undertake and finance the private redevelopment. Since negotiation of the federal grant contract, nine private lenders have entered into commitments to finance \$34.4 million in new private development.

B. PUBLIC DEVELOPMENT AND FINANCING

Section 400 of this Report identifies approximately \$19 million in public costs required to undertake this renewal program. The following chart summarizes the final Financing Plan for those costs, indicating the sources of revenues anticipated to be available to the Commission to pay these costs:

1. City of Portland Grant (Federal U.D.A.G. Funds)	\$9,000,000
2. Urban Renewal and Redevelopment Bonds	5,900,000
3. Land Disposition Proceeds	<u>7,000,000</u>
TOTAL	\$21,900,000

1. City of Portland Grant - \$9,000,000

The City of Portland has entered into a contract with the U.S. Department of Housing and Urban Development (HUD) under which HUD agrees to provide the City with a \$9 million Urban Development Action Grant (U.D.A.G.) to help finance this program. The City has in turn contracted with the Commission to implement the UDAG program.

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## 2. Urban Renewal and Redevelopment Bonds - \$5,900,000

The Urban Renewal Plan, in accordance with ORS Chapter 457 authorized the Commission to incur indebtedness to be repaid from revenues to be made available to the Commission under ORS 457.420 to 457.440, commonly known as tax increment financing. Section 400 of this Report identifies the potential need for principal funds from this source totaling \$5.9 million. The \$5,900,000 will be needed to cover contingencies and to pay principal and interest on a note to a local lender or a HUD Section 108 loan which will be used to cover project costs until all land proceeds and bond revenues are received.

Tax increment financing is tied to the growth in assessed value within the urban renewal area. Current estimates are that growth support will reach \$45 million in 1984-85. Utilizing a 9.0% interest rate, and 25 year term, revenues to the Commission from this increased assessed value could support a bond sale of approximately \$5,900,000.

## 3. Land Sales Proceeds - \$7,000,000

The estimate of money to be received by the Commission from the re-sale of land to private developers is based upon preliminary economic research by consultants. The estimate has been reviewed with developers and lenders and is felt to be within a reasonable range of expectation. The actual land sale values will be verified by an independent appraisal prior to sale of the sites.

## 4. Interim Financing

During the initial years of the project, the cost of public improvements is greater than revenues, i.e., the UDAG grant is insufficient to cover all direct costs. Total revenues from land disposition and urban renewal bonds are sufficient to cover all projected costs; however, they accrue after public improvement costs are incurred. Accordingly, interim financing is required to meet project costs during the time when costs exceed revenues.

The sources of interim financing are:

1. A land development loan at: a) the tax-exempt rate or b) the taxable rate, with a mortgage on the land as security;
2. Short-term loan from a local lender utilizing a 2-3 year tax increment note which would be repaid by a later tax increment bond sale - with a back-up pledge of local Commission funds (without an actual transfer to funds out of the Commission account);
3. A HUD Section 108 loan at 15% interest rate, secured by a pledge of the proceeds of land disposition and urban renewal bonds... and with a back-up pledge of Community Development Block Grant (CDBG) funds and some amount of PDC funds pledged in front of CDBG funds.

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The loan would be utilized to cover project costs incurred prior to receipt of revenues as discussed. The amount of loan has been estimated at \$6,500,000 based on projections of expenditures for public improvements during the course of the project, and an interest rate of  $1\frac{1}{4}\%$  draw-down of the loan funds would occur as needed, based on actual expenditures. Repayment is expected in five years, based on projections of receipt of revenues. Although utilization of the loan assumes an ultimate commitment of CDBG funds as security, the Commission will be pledging tax increment and land disposition proceeds in a sufficient amount to cover the loan costs. The commitment of CDBG funds requires a public hearing and City Council approval of an amendment to the Community Development Plan. This commitment would not alter the use of CDBG funds as now programmed.

Sources 1 and 2 (land development loan and short term loan from local lender) will be used as the principal means of interim financing and the Section 108 loan will be utilized only in the event funds from a local lender are unavailable.

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# SECTION 700 - A RELOCATION REPORT

A Relocation Plan has been prepared by the Portland Development Commission. Such Plan meets the requirements of the Federal Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the provisions of State Law--ORS 281.045 to 281.105.

## A. ANALYSIS OF EXISTING RESIDENTS AND BUSINESSES REQUIRED TO RELOCATE PERMANENTLY OR TEMPORARILY

The following data has been extracted from the above described Relocation Plan.

### 1. Residential Households Which will Need Relocation Assistance:

Table 1 - Number of Families and Individuals

(Includes Number of Households with Two Households Living Together in One Unit)

	Black	White	Spanish	Unknown	Total
No. of Families		22			22
No. of Individuals	1	12			13
Unknown				2	2
Total Households	1	34	0	2	37

Table 2 - Number of Tenants and Owner-Occupants

	Black	White	Spanish	Unknown	Total
Owner-Occupant		10			10
Tenant	1	24		2	27
Total Households	1	34	0	2	37

Table 3 - Household Income

Annual Household Income	Black	White	Spanish	Unknown	Total	Female Head of Household
Under \$6,000		14			14	4
\$6,000 to \$10,000	1	8			9	3
\$10,000 to \$14,000		3			3	
\$14,000 to \$20,000		4			4	
No Information		1		6	7	2
Total	1	30		6	37	9

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Table 4 - Main Source of Income of Head of Household by Age

Age	ADC	SS-SSI	Employed	Unemployed	Disability	Unknown	Total
Under 62	1	2	17	3	3		26
Over 62		7	3			1	11
Total	1	9	20	3	3	1	37

Table 5 - Age of Head of Household

Age	Owner-Occupant	Tenant	Unknown	Total	Black	White	Spanish	Unknown	Total
Under 21		2		2		2			2
21 - 30		9		9		9			9
31 - 40		3		3		3			3
41 - 50		7		7		7			7
51 - 60		4		4	1	3			4
61 - 70	4	3		7		7			7
71 or over	2			2		2			2
Unknown			3	3		3			3
Total	6	28	3	37	1	36			37

Table 6 - Number of Persons in Household

Number in Household	Tenant	Owner-Occupant	Unknown	Total
1	9	3		12
2	8	3		11
3	7	1		8
4	2			2
5	1			1
6		1		1
9				
Unknown			2	2
Total	27	6	2	37

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Table 7 - Number of Households Residing in Single-Family Dwellings.

Single-Family Dwellings		Single-Family Dwellings	
Families	14	Owners	10
Individuals	6	Tenants	10
Total	20		20

Table 8 - Present Size of Dwelling Unit

Number of Units in Project					Number of Units Required as Determined by Size of Family
No. of Bedrooms	Tenant	Owner- Occupant	Unknown	Total	
0	6	0		6	14
1	9	1		10	15
2	11	2		13	6
3	1	5		6	1
4		1		1	1
5		1		1	
6					
Unknown					
Total	27	10		37	37

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2. Businesses and Industries which will need Relocation AssistanceTable 9 - Number and Name of Business

	Name	Address	Type of Business
1.	Columbia Sportswear	8638 N. Crawford	Wholesale
2.	Willamette Tractor Parts	8629 N. Crawford	Retail
3.	Fibron Corporation	6507 N. Richmond	Manufacturing
4.	St. Johns Truck Repair	8435 N. Crawford	Retail
5.	Columbia Forge & Machine	8424 N. Crawford	Manufacturing
6.	Totem Transit Company	6729 N. Richmond	Service
7.	Arrow Machine Works	8515 N. Decatur	Manufacturing
8.	Burlington Apartments	8527 N. Decatur	Rental
9.	Atlas Wreckers	2035 N. Willamette Blvd.	Construction
10.	Log Rafting, Inc.	Foot of North Pierce	Service
11.	Pacific Fasteners & Supply	8640 N. Crawford	Wholesale
12.	Joe Pollock, Jr.	6815 N. Richmond	Construction
13.	Apt. House	8102 N. Decatur	Rental
14.	Skookum Company	8524 N. Crawford	Manufacturing

Table 10 - Present Building Size, Lot Size, and Number of Employees of the Businesses Listed in Table 9

	Present Building Size	Lot Size	No. of Employees
1.	25,000 sq. ft.	40,000	4
2.	7,400 sq. ft.	160,000	2 - 6
3.	7,100 sq. ft.	185,000	9
4.	3,950 sq. ft.	93,000	18
5.	10,200 sq. ft.	40,000	
6.	2,480 sq. ft.	40,000	5
7.	780 sq. ft.	10,000	1
8.	4,800 sq. ft.	10,000	
9.	3,750 sq. ft.	-0-	
10.		20.96 Acres	
11.	5,800 sq. ft.	-0-	1
12.	2,525	23,000	
13.	3,200	10,000	
14.	30,882	40,000	

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B. DESCRIPTION OF THE RELOCATION METHODS TO BE USED

1. The following minimum standards will be followed when referring replacement housing to displacees:

- a. Physical and occupancy standards: Displacees will be referred to housing which is comparable, decent, safe and sanitary and adequate in size to meet the needs of each family and individual being displaced.
- b. Ability to Pay Standards: Displacees will be referred to housing which is within the family's or individual's ability to pay. Families and individuals shall not be expected to pay more than 25% of their adjusted gross income for housing expense. Adjusted gross income is projected annual income from all sources of each member of the family who is at least eighteen years of age residing in the household, except that the income of a head of household or his spouse who is under 18 shall be included.
- c. Environmental Standards: No displacee shall be referred to a replacement dwelling unit which is in a location subjected to unreasonably adverse environmental conditions, natural or manmade, or which is generally less desirable than the location of the acquired dwelling with respect to public utilities and services, schools, churches, recreation, transportation, and other public and commercial facilities. Consideration will also be given to the proximity of the dwelling unit to the displaced person's place of employment.
- d. Equal Opportunity Standards: The Commission will not list or refer any property which is not open to all persons without regard to race, color, religion or national origin, in a manner consistent with Title VIII of the Civil Rights Act of 1968, or available without discrimination based on sex or source of income. All cases of unlawful discrimination will be turned over to the Civil Rights Division of the Department of Labor, State of Oregon, and/or filed with HUD.

The Commission shall take affirmative actions to provide displaced families and individuals maximum opportunities for selection of replacement housing within the community's total housing supply and to lessen racial, ethnic, and economic concentrations. The following are examples of affirmative actions that the Commission may take:

Make full use of HUD-acquired properties, multiple listing services, and normal real estate management and brokerage services.

Inform members of minority groups of housing opportunities in non-traditional neighborhoods and provide services to familiarize them with such neighborhoods.

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Provide escort services to brokers' offices.

Cooperate fully with fair housing groups, human relations bodies, and other social, civic, and religious groups interested in facilitating freedom of choice of residence.

2. Relocation Assistance Advisory Services.

- a. General. The Commission will conduct a relocation assistance advisory services program in order to provide the maximum assistance possible to eligible persons required to relocate. The services will be provided by personal contact whenever possible.

- b. Eligibility. Relocation assistance advisory service shall be offered to:

All persons occupying property to be acquired.

All persons occupying property immediately adjacent to the real property acquired when the Commission determines that such person or persons are caused substantial economic injury because of the acquisition.

All persons who, because of the acquisition of real property used for a business operation, moves from other real property used for a dwelling, or moves his personal property from such other real property.

- c. Minimum Advisory Service. The relocation assistance advisory service program shall include as a minimum such measures, facilities or services as may be necessary or appropriate to:

Discuss and explain the services available, relocation payments and the eligibility requirements and assist in completing any applications or other forms required.

Determine the need of displaced persons for relocation assistance.

- d. Information on Available Housing. The Commission will:

Provide information as needed on the availability, prices, and rentals of comparable sales and rental housing and of comparable commercial properties. Information will be compiled from all available sources, such as multiple listing services, newspaper advertisements, private listings, builders, etc.

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Supply information concerning Federal and State housing programs, disaster loan programs, and other Federal or State programs offering assistance to displaced persons.

- e. Assistance to Prospective Homeowners. The Commission will provide assistance to prospective homeowners in obtaining mortgage financing, including help in the preparation and submission of purchase offers, obtaining credit reports, verification of employment and making any other arrangements with lending institutions.
- f. Home Ownership Counseling. The Commission will provide or have provided home ownership counseling to prospective homeowners as needed.
- g. Other Assistance. The Commission will provide other assistance in obtaining housing as needed, such as assistance in obtaining priority for admission to public housing and Federally-assisted low- and moderate-income housing.
- h. Housing Discrimination Complaint. If a family or individual is unable to purchase or rent a replacement dwelling because of discrimination based on race, color, creed, source of income or national origin, the family or individual shall be assisted in filing a complaint with the appropriate agencies.
- i. Social Services. All families and individuals will be provided with access to needed social services and counseling, both prior to and subsequent to relocation. Necessary services and counseling shall also be made available to those residents who do not move, whenever the need exists. The Commission will also provide or have provided, necessary job, financial, educational, health, and other services and counseling as needed, and will follow up to determine that the service has been provided.
3. Actions to Ensure Nondiscrimination in Housing Referrals. The Commission will take all available legal action to ensure that housing listings and referrals will be in keeping with the requirements of Title VIII of the Civil Rights Act of 1968.

The Commission continues to have good cooperation from members of the Portland area real estate community with regard to compliance with the provisions of the Oregon Civil Rights Laws. The Commission will refer to the Civil Rights Division of the Oregon State Bureau of Labor any complaint regarding any of the provisions of ORS 659.031, 659.033 or any other applicable law.

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4. Assistance to Business Concerns and Nonprofit Organizations. The Commission will provide relocation advisory assistance to all business concerns and nonprofit organizations to be displaced by a project or program. The Commission will also provide advisory services and assistance to any business concern or nonprofit organization occupying property which is immediately adjacent to the project area or real property acquired for purpose of the project or program when the business is determined by the Commission to have suffered substantial economic injury as a result of project activities. Examples of the services to be provided are as follows:

- a. Consultation. The Commission will consult with the owner or operator of a business to determine the need for relocation assistance. Among the items to be considered are space, traffic patterns, markets, licensing and permit requirements.
- b. Availability of Relocation Sites. The Commission will provide current and continuing information on the availability, cost, and square footage of comparable commercial or industrial locations, and obtain referrals from real estate brokers who may be able to assist in obtaining suitable accommodations.
- c. Economic Information. The Commission will assist in obtaining information relative to property values, growth potentials in various areas, zoning ordinances, and other general and economic information which may assist the business in site selection.

5. Grievance Procedure. If a person disagrees with the amount of the relocation payment, he is entitled to a hearing. Appendix 5 contains a copy of the grievance procedure. The hearing will be substantially of the character required by ORS 183.415, 183.425, 183.470 and 183.480.

6. Procedure for Making Relocation Payments.

a. Notification to Persons in Area.

Information About Relocation Payments. At the earliest possible date, the Commission will notify all persons who may be displaced or otherwise affected by project activities, of the availability of relocation payments, the office where detailed information about the payments may be obtained, and the dates governing eligibility for payments.

Assistance. The Commission will provide all displacees eligible to receive a payment with the proper claim forms, and upon request of a claimant, will provide assistance in the preparation of claims for relocation payments.

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Time Limit for Submission. A claim for a relocation payment shall be submitted to the Commission within a period of 18 months after displacement of claimant. The 18-month provision may be waived by the Commission for good cause on a case-by-case basis.

b. Payment of Claims. Payments will be made as promptly as possible after a person's eligibility has been determined. Limited advance payments may be made in hardship cases if the Commission determines such advances to be appropriate.

7. Eviction Policy. Except as required by emergency, no one will be required to move without having received at least 90 days prior written notice. Eviction will be used only as a last resort. It shall only be undertaken for one or more of the following reasons:

a. The failure to pay rent, except in those cases where the failure to pay is based upon the Commission's failure to keep the premises in habitable condition.

b. Maintenance of a nuisance or use of the premises for illegal purposes.

c. A material breach of the rental agreement.

d. Refusal to accept one of a reasonable number of offers of accommodations meeting HUD relocation standards.

e. The eviction is required by State or local law, and cannot be prevented by the Commission.

8. Estimate of Anticipated Displacement. A relocation survey conducted in February 1979 shows that 37 households will be displaced as a result of development activity in the program area. A majority of these households are tenant occupants as compared to owner occupants. In addition, 14 businesses will be displaced. Tabulations showing information obtained by the survey is contained in Subsection A of this Section 800.

9. Narrative Description of the Characteristics of the Families and Individuals, Delineating Relocation Needs and Resources. The information about those living in the project area was obtained from a survey conducted by personal contact of project area residents. When difficulty was experienced, information was obtained from landlords, neighbors, or statistical reports published by R. L. Polk. Over 90% of the residents received direct personal contact.

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All families and individuals residing in the project will receive payment for moving expenses. A family or individual may elect to receive actual reasonable expenses of a move of not more than 50 miles or elect to receive payment in accordance with a schedule which is set forth in the Relocation Plan. Actual expense payments include packing and unpacking as well as cartage.

Those being displaced will be encouraged to select their own replacement dwelling in the area and of the type they choose. Because of the assistance that the experienced relocation personnel can offer and because of the need to meet certain eligibility requirements for the various relocation benefits close contact will be maintained. Where transportation or other needs are present, relocation personnel will be available to provide assistance. Relocation personnel will be available to accompany those being displaced to broker offices, on inspections of replacement housing, and to loan offices. Assistance will be available at all steps either from relocation personnel directly or as needed by referral to other agencies or professionals who can best meet the needs of those being displaced.

C. AN ENUMERATION, BY COST RANGE, OF THE EXISTING HOUSING UNITS TO BE DESTROYED OR ALTERED AND NEW UNITS TO BE ADDED

Estimated Values of Owner-Occupied Dwellings

Estimated Value	\$10,000 to \$14,999	\$15,000 to \$19,999	\$20,000 to \$24,999	\$25,000 to \$29,999	Over 30,000
Number of Houses	1	3	2	2	2

Estimated Rents Paid in Tenant-Occupied Dwellings

Monthly Rent	Under \$100	\$100 to \$149	\$150 to \$199	\$200 to \$249	Over \$250
Number of Units	5	15	1	2	1

- NOTE: 1. Some dwellings are occupied by more than one household.
2. Estimates are as of February 1979.
3. A total of 34 dwelling units will be demolished by project activities. An additional 19 dwelling units are in the project boundaries, but will remain with no relocation anticipated. The project boundaries currently encompass a total of 53 dwelling units.

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EXHIBITS  
(To be Included)

EXHIBIT A	Vicinity Map
EXHIBIT B	Existing Land Use
EXHIBIT C	Building Conditions
EXHIBIT D	Utilities Map
EXHIBIT E	Street Map
EXHIBIT F	Principal Access Routes in Vicinity of Project

8-1-80

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NEW UNITS TO BE ADDED:

Owner-Occupied

358  
( Approximate )

Estimated Purchase  
Price Range

\$60,000 to \$100,000+

Tenant-Occupied

192  
( Approximate )

Estimated Monthly  
Rent Range

\$250-\$350

80  
(Subsidized Housing  
for Sr. Citizens )

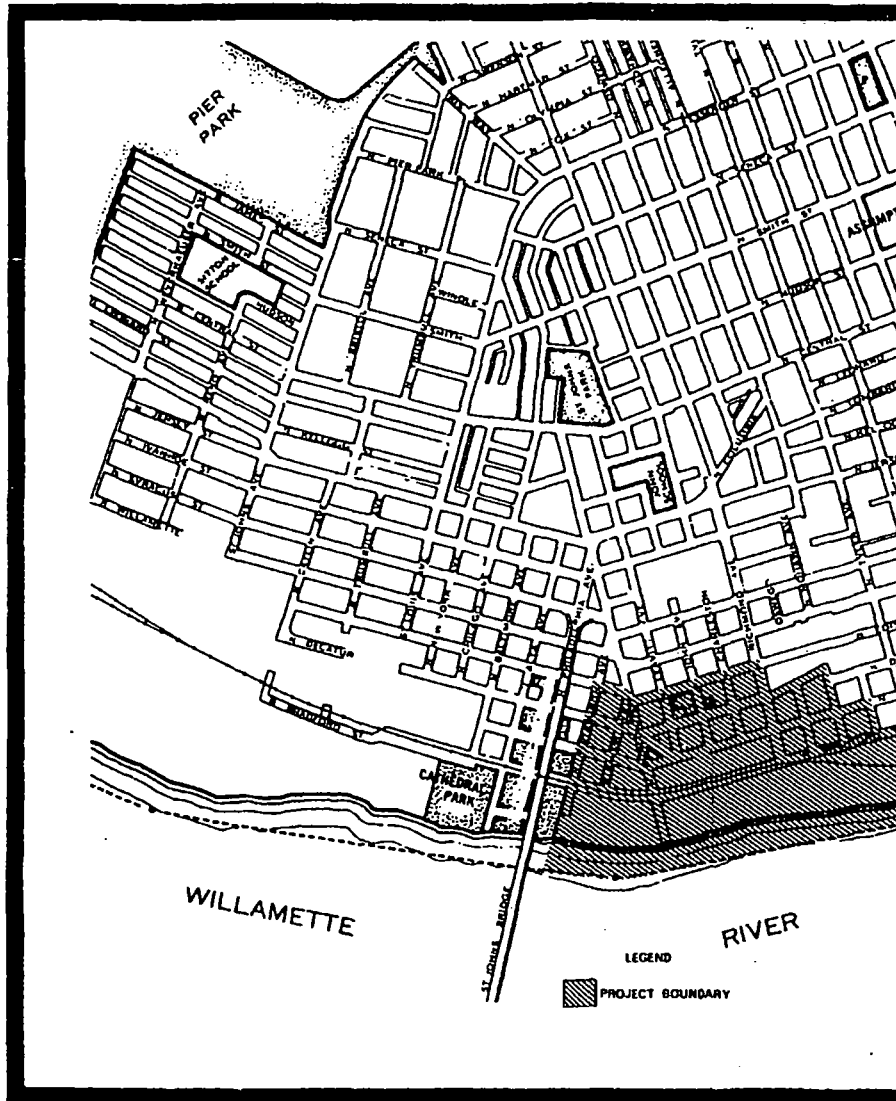
25% of Income

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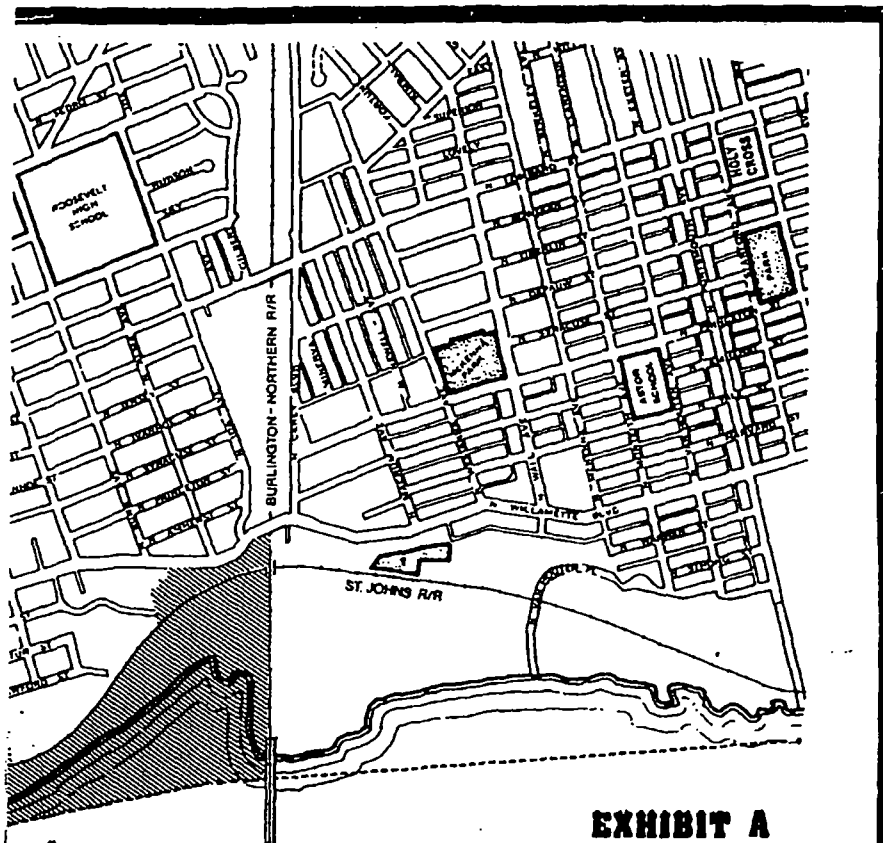


EXHIBIT A

TITLE:

VICINITY



DATE:  
REVISED:

ST. JOHNS  
RIVERFRONT

PORTLAND DEVELOPMENT COMMISSION  
CITY OF PORTLAND, OREGON

DEVELOPMENT

58260

AUG 1 1980

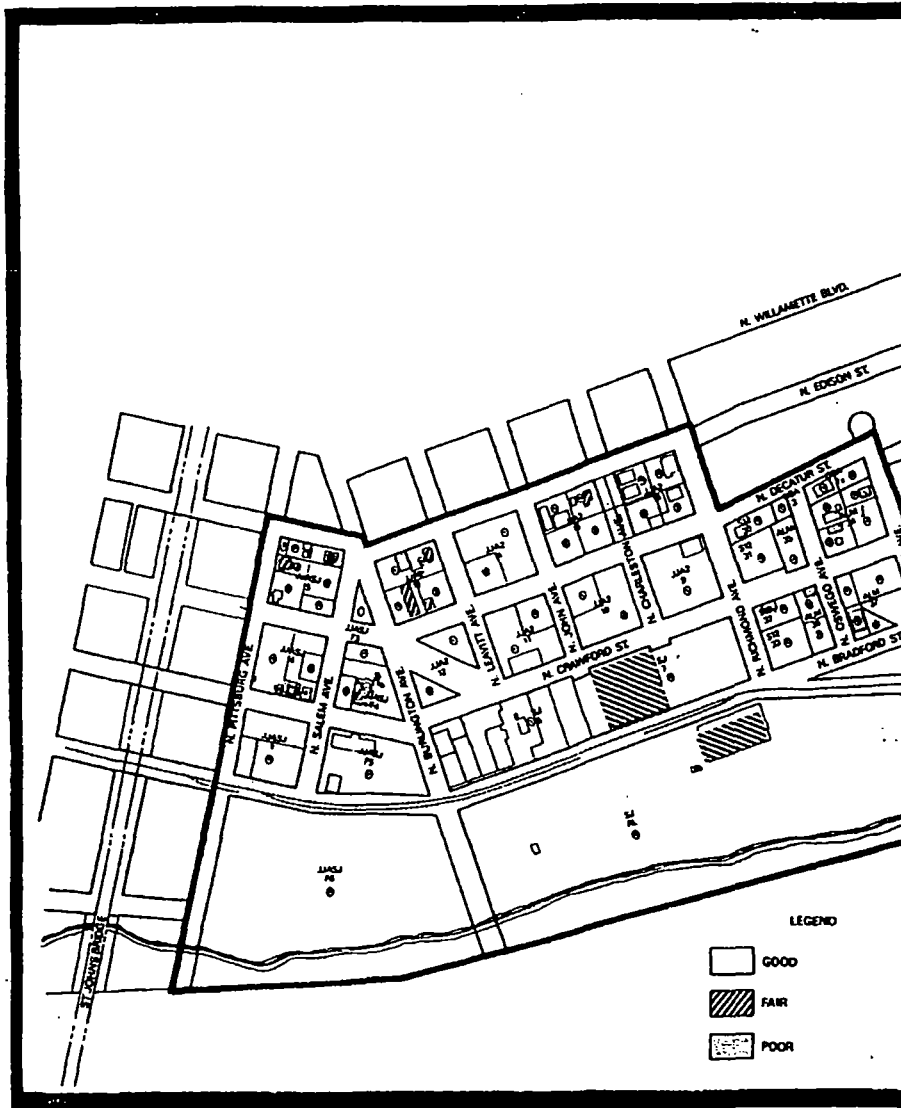


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8-1-80

BOOK 1459 PAGE 517

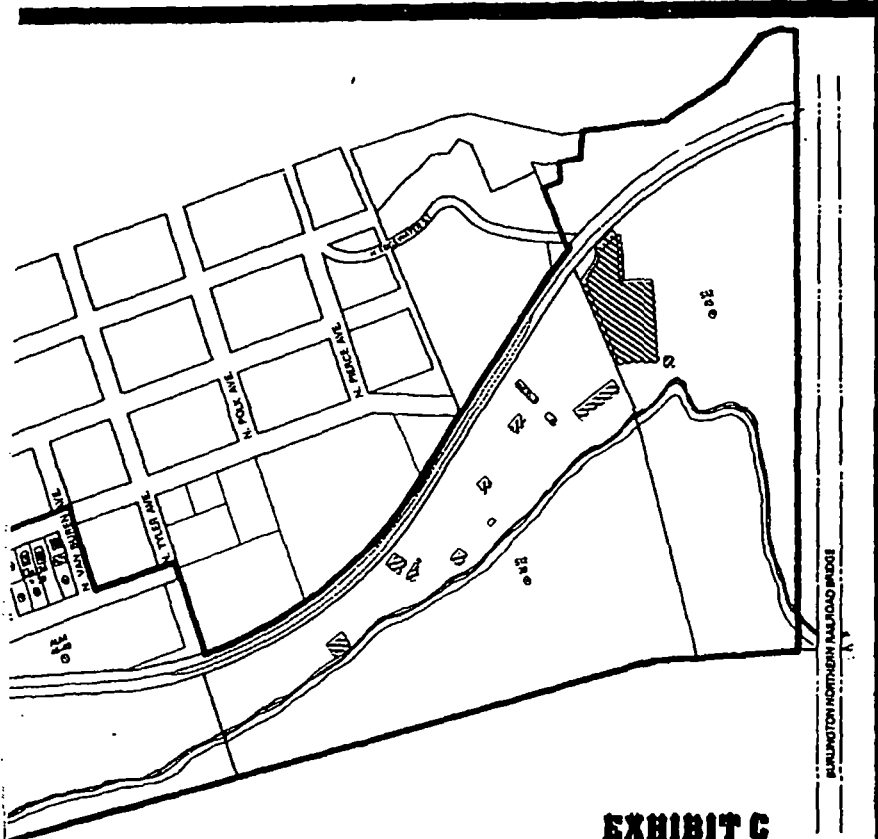


EXHIBIT C

TITLE:

**EXISTING BUILDING CONDITIONS**



SCALE: 1" = 100'  
DATE: 8/1/80  
BY: JVS:ED

**ST. JOHNS  
RIVERFRONT**

PORTLAND DEVELOPMENT COMMISSION  
CITY OF PORTLAND, OREGON

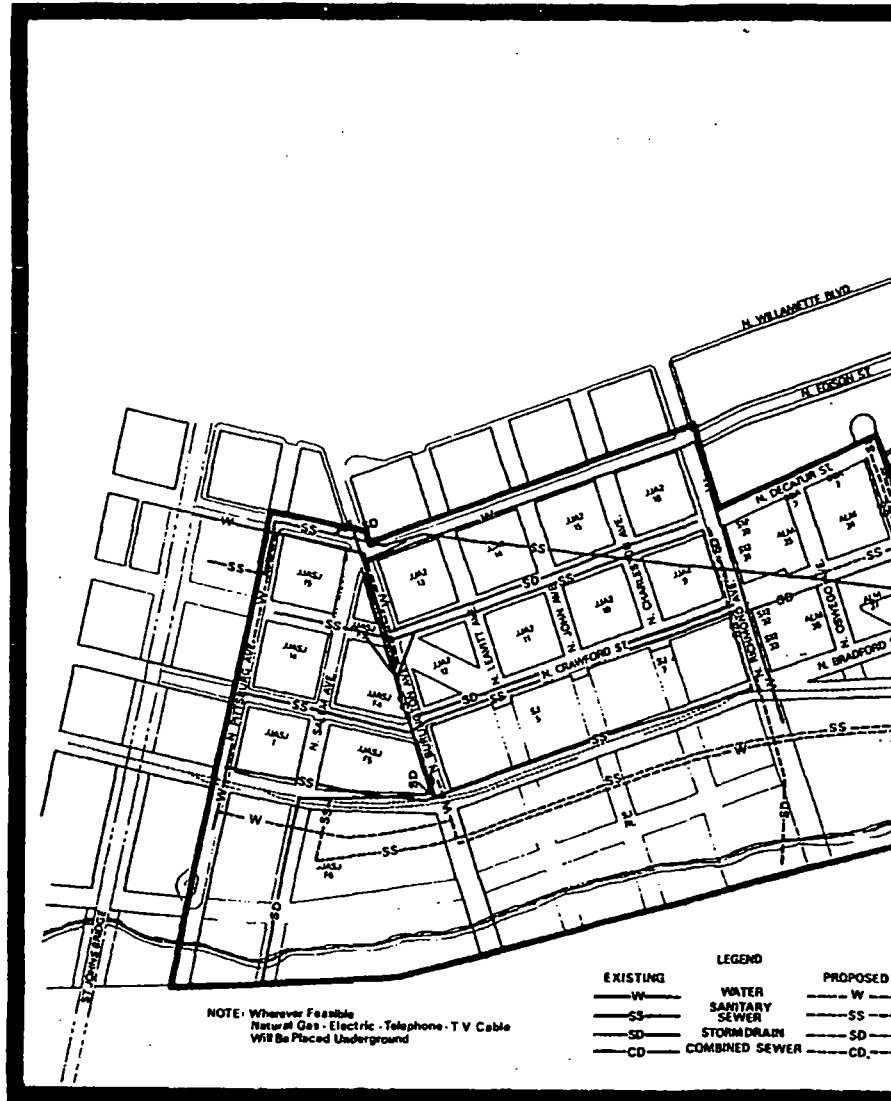
**DEVELOPMENT**

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AUG 1 1980

8-1-80

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AUG 1 1980

8-1-80

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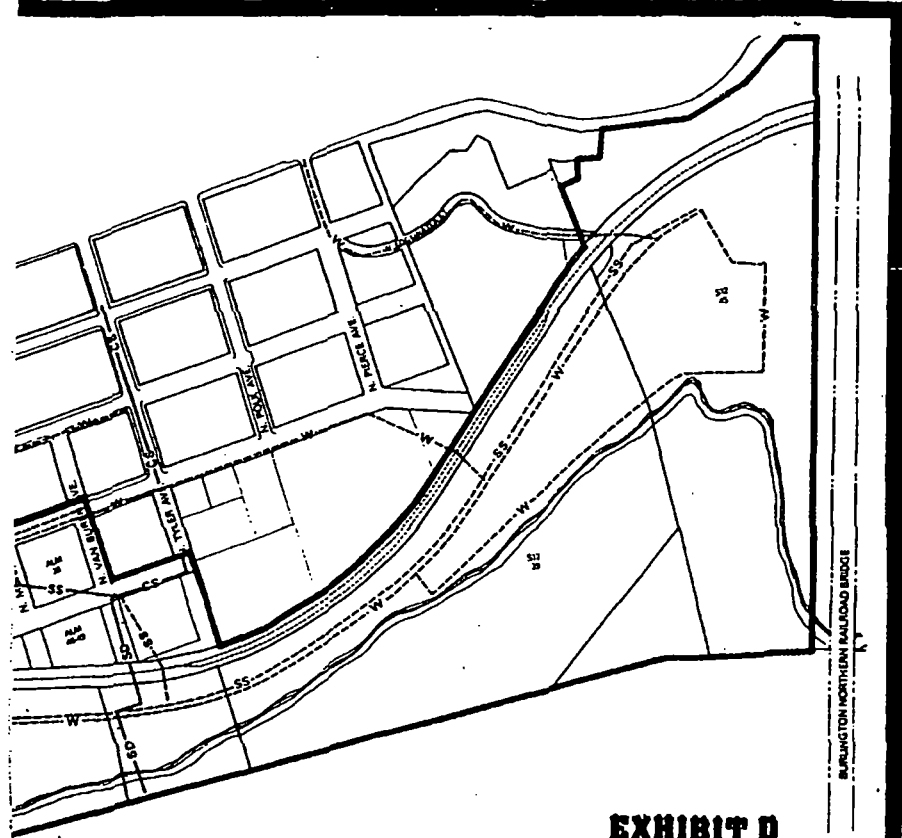




EXHIBIT D

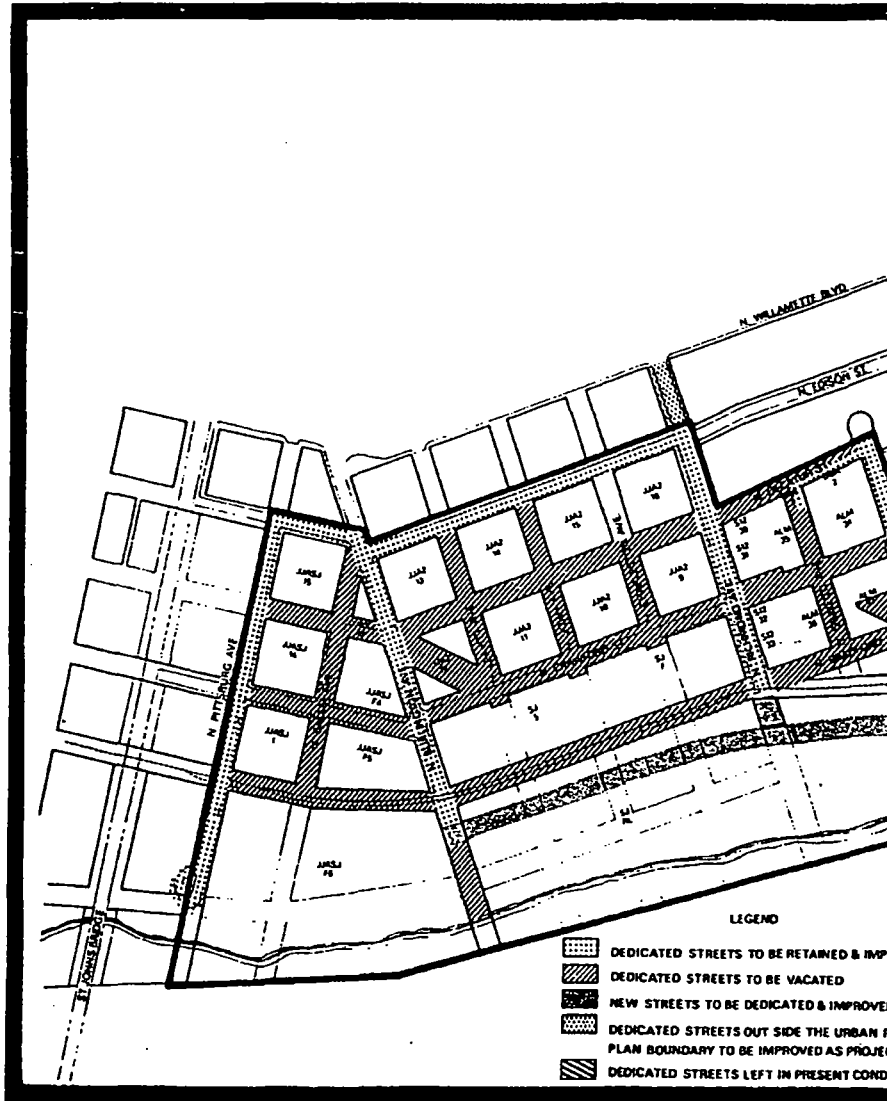
TITLE: PROPOSED	
<b>UTILITY MAP</b>	
 NORTH	SCALE: 
	DATE: _____ BY: _____
<b>ST. JOHNS RIVERFRONT DEVELOPMENT</b>	
PORTLAND DEVELOPMENT COMMISSION CITY OF PORTLAND, OREGON	

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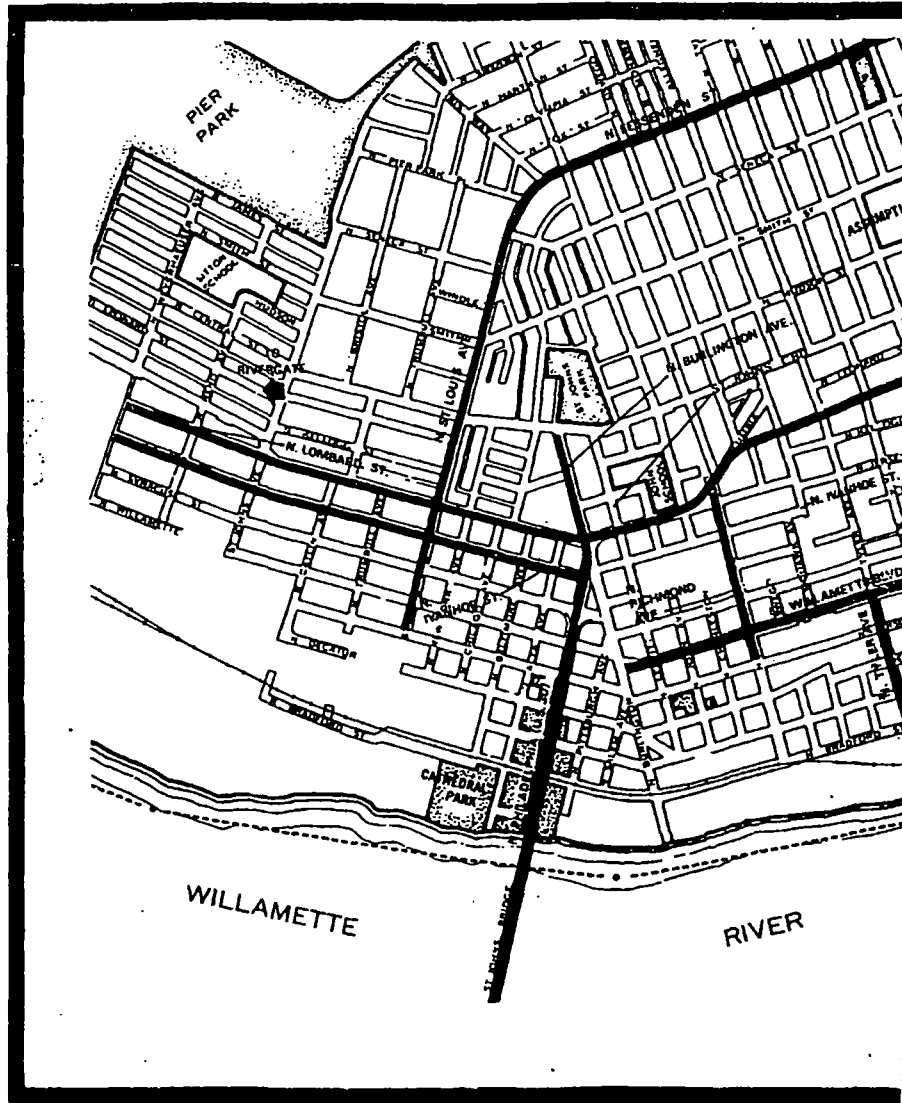
AUG 1 1980





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AUG 1 1980

8-1-80

BOOK 1459, PAGE 523

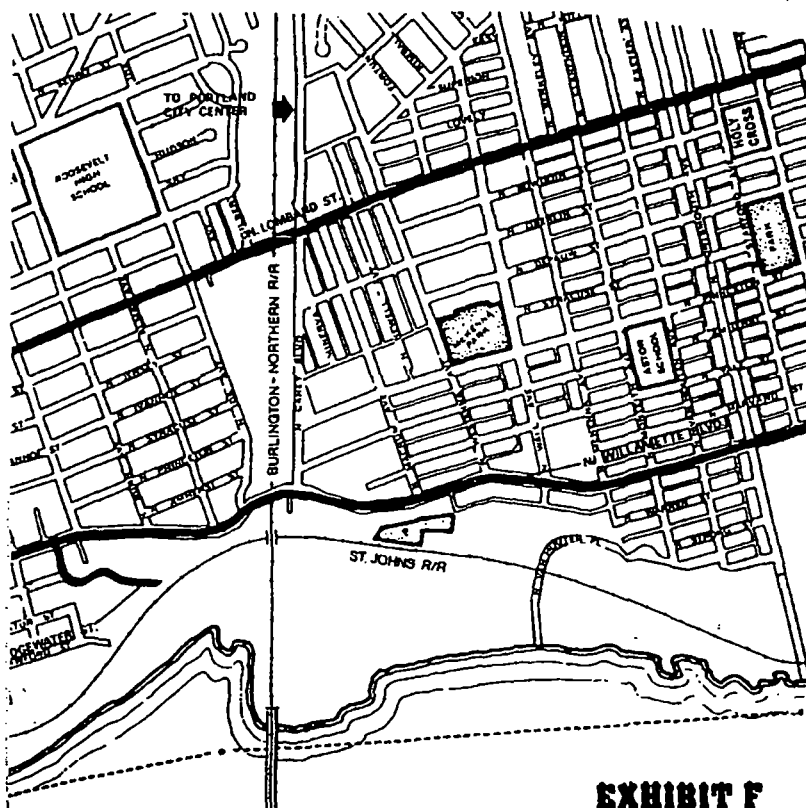



EXHIBIT F

TITLE	
<b>PRINCIPLE ACCESS ROUTES</b>	
 NORTH	DATE: REVISED:
<b>ST. JOHNS RIVERFRONT DEVELOPMENT</b>	
PORTLAND DEVELOPMENT COMMISSION CITY OF PORTLAND, OREGON	

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URBAN RENEWAL PLAN  
for the  
ST. JOHNS RIVERFRONT DEVELOPMENT

58260

149929

STATE OF OREGON  
Municipal Code  
Chapter 1459  
1980 AUG - 1 AM 11: 07  
RECORDING SECTION  
MULTNOMAH CO. OREGON  
1459 433  
m. Forward  
1459 433  
1459 433  
1459 433

RETURN TO:  
PORTLAND DEVELOPMENT COMMISSION  
1500 S.W. FIRST AVENUE  
PORTLAND, OR. 97201

ATTN: D. Lyon

58260

AUG 1 1980

14  
cont'd

OFFICE OF  
AUDITOR OF THE CITY OF PORTLAND

BOOK 2042 PAGE 1815

PORTLAND, OREGON 97204

ROOM 702  
CITY HALL

COPY CERTIFICATE

STATE OF OREGON,  
County of Multnomah,  
CITY OF PORTLAND.

ss

BARBARA CLARK Auditor of the City of Portland, do hereby certify that I have compared the

following copy of Ordinance No. 152065 passed by the Council on July 29, 1981,  
being, "An Ordinance approving the First Amendment to the St. Johns Riverfront  
Development Urban Renewal Plan and the Report on the First Amendment to the  
Urban Renewal Plan for the St. Johns Riverfront Development",

with the original thereof, and that the same is a full, true and correct copy of such original

Ordinance No. 152065

and of the whole thereof as the same appears on file and of record in my office, and in my care and  
custody.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City of Portland affixed  
this 15th day of September, 1987

**Barbara Clark**

Auditor of the City of Portland

By

*Edano Corvera*

Deputy

CS-82/632

SEP 16 1987

An Ordinance approving the First Amendment to the St. Johns Riverfront Development Urban Renewal Plan and the Report on the First Amendment to the Urban Renewal Plan for the St. Johns Riverfront Development.

The City of Portland ordains:

Section 1. The Council finds:

1. The Portland Development Commission, as the duly designated Urban Renewal Agency of the City of Portland, is carrying out an urban renewal project known as the St. Johns Riverfront Development Urban Renewal Project, hereinafter called "Project" pursuant to an Urban Renewal Plan approved by the Council of the City of Portland in Ordinance No. 149929, adopted July 2, 1980.
2. The City entered into a contract with the United States of America to conduct a housing development program in the St. Johns area of Portland pursuant to and with the financial assistance of the Department of Housing and Urban Development's UDAG program.
3. Project activities, including land acquisition were to be financed through a previously approved contract with the Department of Housing and Urban Development in the amount of \$9,000,000 in UDAG funds.
4. It has been determined that conditions of the contract relative to the release of funds could not be met by the selected Project developer forcing their withdrawal and terminating the federal UDAG Grant by the Department of Housing and Urban Development.
5. The Commission is unable to acquire certain portions of the Project area without the financial assistance of the federal funds.
6. A First Amendment to the Project Urban Renewal Plan, which provides for a reduction in the land to be acquired has been prepared by the Portland Development Commission consisting of one page and Exhibit "A" (Acquisition Map-Revised). A copy of said First Amendment is on file with the City Auditor and by reference made a part hereof.
7. The First Amendment to the Urban Renewal Plan is accompanied by a Report prepared by the Portland Development Commission in accordance with ORS Chapter 457, a copy of which is on file with the City Auditor.

152065

## ORDINANCE No.

8. The Council has reviewed the First Amendment to the Urban Renewal Plan and Report on the First Amendment to the Urban Renewal Plan for the St. Johns Riverfront Development.
9. The First Amendment to the Urban Renewal Plan and Report has been reviewed by the Planning Commission of the City of Portland which has recommended that the Council approve the First Amendment to the Urban Renewal Plan.

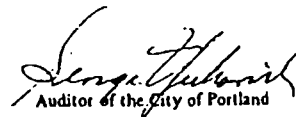
NOW, THEREFORE, the Council directs:

- a. That the First Amendment to the Urban Renewal Plan for the St. Johns Riverfront Development, having been duly reviewed and considered, is hereby approved.
- b. The City Auditor is directed to file a copy of the First Amendment to the Urban Renewal Plan with this Ordinance and to forward copies of this Ordinance to the Development Commission and the Planning Commission.
- c. The City Auditor is directed to cause to be published within four days of adoption of this Ordinance a Notice of Adoption as required by ORS Chapter 457.

Passed by the Council, JUL 29 1981

Mayor Francis J. Ivancie  
Alan J. Fox:bw  
July 14, 1981

Attest:

  
Auditor of the City of Portland

Page No. 2

SEP 16 1987

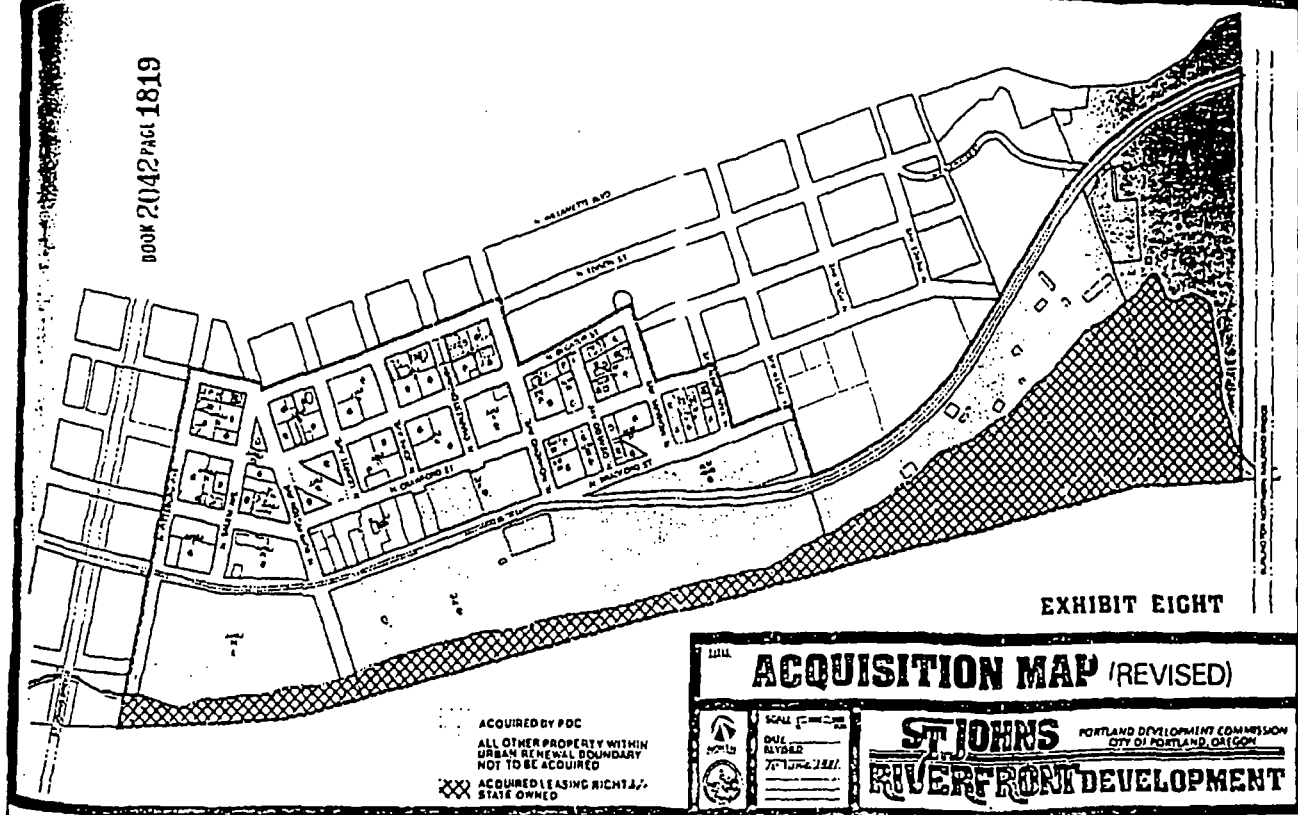
## FIRST AMENDMENT

## ST. JOHNS RIVERFRONT URBAN RENEHAL PROJECT

The Urban Renewal Plan for the St. Johns Riverfront Development Urban Renewal Project approved by the City Council of the City of Portland by Ordinance No. 149929, adopted on December 27, 1978, which Plan is hereby amended as follows:

1. Part Two - Exhibit Eight, Acquisition Map (Revised 16 June, 1981) is hereby amended to exclude from acquisition all land within the Urban Renewal boundary not owned by the Portland Development Commission at the date of adoption of this amendment.

BOOK 2042 PAGE 1819



PART OF THE ABOVE INSTRUMENT NOT LEGIBLE WHEN RECEIVED FOR RECORDING

SEP 16 1987



152935

CITY OF PORTLAND, OREGON  
REPORT ON THE FIRST AMENDMENT  
TO THE ST. JOHNS RIVERFRONT DEVELOPMENT URBAN RENEWAL PLAN

BOOK 2042 PAGE 1820

Introduction

In June 1979, an Urban Development Action Grant (UDAG) was awarded to the City of Portland by the federal Department of Housing and Urban Development (HUD) for the construction of site improvements required for housing construction in the St. Johns Riverfront Development. In January of 1980, a contract between the City of Portland and HUD was agreed to which specified certain conditions for the release of UDAG funds upon which the project depended.

In June of 1980, a Disposition and Development Agreement with Broadmoor Homes Northern for the construction of 302 units of housing in conformance with the approved St. Johns Riverfront Urban Renewal Plan was approved by the Portland Development Commission. The Agreement was then forwarded to HUD in compliance with contractual conditions on the release of funds. The UDAG staff determined that certain technical conditions relative to the absence of contingencies were not satisfied and thus began a long series of negotiations spanning six months. The negotiations finally resulted in a demand by HUD that the developer guarantee the UDAG grant, which in turn resulted in a number of conditions the developer imposed on the Commission, which became untenable in light of adverse financial and housing market conditions. Accordingly, in January of 1981, the Commission terminated its Disposition and Development Agreement with Broadmoor Homes Northern. However, subsequent to discussions with the developer, a memorandum of understanding was issued which outlined a new basis for meeting HUD's conditions. This new basis involved the developer's offering to underwrite interim financing requirements with repayment limited to land disposition proceeds and tax increment funds in lieu of a guarantee of the UDAG grant. This proposal was presented to HUD in May of 1981 and rejected. The developer, being unable to guarantee the grant due to adverse financial and market conditions, was forced to withdraw from the project, precipitating the termination of the UDAG grant by HUD in June of 1981.

Without the financial assistance of the UDAG grant, the financial plan for the project is invalidated and the projected use of the land for housing is highly unlikely due to the inability of the Commission to finance required land acquisition and site improvements, and meet other conditions of the Urban Renewal Plan. Accordingly, without the financial means to make any further land acquisitions, the Commission finds that an amendment to the Urban Renewal Plan is necessary to remove the acquisition designation from land within the Urban Renewal Boundary that has not been previously acquired.

It is anticipated that subsequent further amendments to the Urban Renewal Plan concerning land use and other provisions may be required as the effects of unavailability of funds become apparent and land use studies are conducted.

Section 100 - A DESCRIPTION OF PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS  
IN THE URBAN RENEWAL AREAS OF THE PLAN AND THE EXPECTED  
IMPACT, INCLUDING THE FISCAL IMPACT, OF THE PLAN IN LIGHT  
OF ADDED SERVICES OR INCREASED POPULATION

With the exclusion of properties not presently acquired by the Commission from the acquisition designation, it is anticipated that all the physical, social and economic conditions in the Urban Renewal Area will remain unchanged as described in the original report. The fiscal impact on additional services or the impact of increased population can not be determined until new land use and marketing studies are completed.

Section 200 - REASONS FOR SELECTION OF EACH URBAN RENEWAL AREA IN THE PLAN

The reasons for selection of the Urban Renewal Area remain unchanged as described in the original report. Revisions to the Urban Renewal Boundary may be required due to the termination of the UDAG grant, but this determination can not be made until new land use and marketing studies are completed.

Section 300 - THE RELATIONSHIP BETWEEN EACH PROJECT TO BE UNDERTAKEN UNDER  
THE PLAN AND THE EXISTING CONDITIONS IN THE URBAN RENEWAL AREA

Due to the termination of the UDAG grant and the unavailability of funds, any further acquisition, relocation, demolition and all planned public site improvements on land not presently acquired have been suspended. Only that property previously acquired by the Commission may be improved and disposed of to private developers, with improvements and land use subject to modification in subsequent amendments.

Section 400 - THE ESTIMATED TOTAL COST OF EACH PROJECT AND THE SOURCES OF  
MONEYS TO PAY SUCH COSTS

Since the primary source of funding has been eliminated and further amendments to the Urban Renewal Plan may be required, the estimated project costs and anticipated funds to pay such costs can not be determined at this time.

Section 500 - THE ANTICIPATED COMPLETION DATE FOR EACH PROJECT

Since no further improvements will be made pending further study, there is no project schedule.

Section 600 - THE ESTIMATED AMOUNT OF MONEY REQUIRED IN EACH URBAN RENEWAL  
AREA UNDER ORS 457.420 TO 457.440 AND THE ANTICIPATED YEAR  
IN WHICH INDEBTEDNESS WILL BE RETIRED OR OTHERWISE PROVIDED  
FOR UNDER ORS 457.440

Since project activities have been suspended pending further study, the estimated amount of money required and the anticipated year in which indebtedness will be incurred and retired cannot be determined at this time.

Section 700 - A FINANCIAL ANALYSIS OF THE PLAN WITH SUFFICIENT INFORMATION TO DETERMINE FEASIBILITY

The plan as originally proposed is unfeasible without the UDAG grant. Any revised plans will be subject to financial feasibility analysis

Section 800 - RELOCATION REPORT

Due to the intended reduction in the area to be acquired, there will be no further relocation required. All relocation in areas presently acquired by the Commission has been completed or is underway per the original report.

STATE OF OREGON }  
Multnomah County }

1. A Deed for the Purpose of Conveyance in and to  
said County, bearing date, and duly acknowledged  
and is being presented to the Register of Deeds for  
said County.

1997 SEP 16 PM 4: 21

RECORDED FOR  
MULTNOMAH CO. OREGON

BOOK 2042 PAGE 1815

1. From the said and said County, and

Register of Deeds

M Butts

AFTER RECORDING RETURN TO:

PORTLAND DEVELOPMENT COMMISSION  
1120 S.W. Fifth Avenue, Suite 1102  
Portland, OR 97204

ATTN: D. Lyon

081481

D.H.

AUDITOR OF THE CITY OF PORTLAND

PORTLAND, OREGON 97204

ROOM 803  
CITY HALL

BOOK 1584 PAGE 1081

COPY CERTIFICATE

STATE OF OREGON,  
County of Multnomah,  
CITY OF PORTLAND,

ss

GEORGE YERKOVICH Auditor of the City of Portland, do hereby certify that I have compared the

following copy of Ordinance No. 152940, passed by Council March 4, 1982, being,  
"An Ordinance approving the Second Amendment to the St. Johns Riverfront Development  
Urban Renewal Plan and the Report on the Second Amendment to the Urban Renewal Plan  
for the St. Johns Riverfront Development", and exhibit "A" thereof, being SECOND  
AMENDED ST. JOHNS RIVERFRONT URBAN REVEWAL PLAN PORTLAND, OREGON,

with the original thereof, and that the same is a full, true and correct copy of such original

Ordinance No. 152940 and exhibit "A" thereof,

and of the whole thereof as the same appears on file and of record in my office, and in my care and  
custody.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City of Portland affixed

this 5th day of March, 1982.

*George Yerkovich*

Auditor of the City of Portland

By

*Elena Cervia*

Deputy

14  
cont'd

An Ordinance approving the Second Amendment to the St. Johns Riverfront Development Urban Renewal Plan and the Report on the Second Amendment to the Urban Renewal Plan for the St. Johns Riverfront Development.

The City of Portland ordains:

Section 1. The Council finds:

1. The Portland Development Commission (hereinafter "Commission"), duly designated Urban Renewal Agency of the City of Portland, is carrying out an urban renewal project known as the St. Johns Riverfront Development Urban Renewal Project, (hereinafter "Project") pursuant to an Urban Renewal Plan approved by the Council of the City of Portland in Ordinance No. 149929, adopted July 2, 1980.
2. The City entered into a contract with the United States of America to conduct a housing development program in the St. Johns area of Portland pursuant to and with the financial assistance of the Department of Housing and Urban Development's UDAG program.
3. Project activities, including land acquisition were to be financed through a previously approved contract with the Department of Housing and Urban Development in the amount of \$9,000,000 in UDAG funds.
4. It has been determined that conditions of the contract relative to the release of funds could not be met by the selected Project developer forcing their withdrawal and termination of the federal UDAG Grant by the Department of Housing and Urban Development.
5. A First Amendment to the Project Urban Renewal Plan, which provided for a reduction in the land to be acquired was approved by the Council of the City of Portland in Ordinance No. 152065, adopted July 29, 1981, with the understanding that a revised development program implementable without the financial assistance of any federal or local funds would be submitted to the Council.
6. A Second Amendment to the Project Urban Renewal Plan, which provides for implementing changes in land use and zoning, the Willamette Greenway, and development controls has been prepared by the Commission consisting of pages 1 - 29 and Exhibits 1-5. A copy of said Second Amendment is on file with the City Auditor; it is by reference made a part hereof and attached as Exhibit A.
7. The Second Amendment to the Urban Renewal Plan is accompanied by a Report prepared by the Portland Development Commission in accordance with ORS Chapter 457, copies of which are on file with the City Auditor; it is by reference made a part hereof and attached as Exhibit B.

ORDINANCE No.

BOOK 1584 PAGE 1083

8. The Second Amendment to the St. Johns Riverfront Development Urban Renewal Plan conforms to the Comprehensive and Economic Development Plan of the City as a whole by specifying proposed land uses, maximum densities and building requirements in the Area and by specifying the relationship of the Urban Renewal Plan to definite local objectives as to appropriate land uses, traffic, public utilities, and other improvements within the area.
9. Adoption and carrying out of the Urban Renewal Plan is economically sound and feasible as documented in the Report on the Urban Renewal Plan.
10. Approval of the Urban Renewal Plan will not cause the limits on urban renewal programs contained in ORS 457.420 to be exceeded.
11. The Second Amendment to the Urban Renewal Plan and Report have been reviewed by the Planning Commission of the City of Portland which has recommended that the Council approve the Second Amendment to the Urban Renewal Plan.
12. After due notice was given a public hearing was held and the Council has reviewed the Second Amendment to the Urban Renewal Plan, the Report on the Second Amendment to the Urban Renewal Plan for the St. Johns Riverfront Development and all information submitted.

NOW, THEREFORE, the Council directs:

- a. That the Second Amendment to the Urban Renewal Plan for the St. Johns Riverfront Development and Report on the Second Amendment, having been duly reviewed and considered, are hereby approved.
- b. The City of Portland will assume and complete any activities prescribed by the Urban Renewal Plan.
- c. The City Auditor is directed to file a copy of the Second Amendment to the Urban Renewal Plan with this Ordinance and to forward copies of this Ordinance to the Development Commission and the Planning Commission.
- d. The City Auditor is directed to cause to be published within four days of adoption of this Ordinance a Notice of Adoption as required by ORS Chapter 457.

Passed by the Council, MAR 4 1982

Attest:

*George Yerhovid*

Auditor of the City of Portland

Mayor Frank Ivancie  
January 14, 1981  
Alan Fox:bw

Page No. 2

EXHIBIT A

BOOK 1584 PAGE 1084

SECOND AMENDED  
ST. JOHNS RIVERFRONT URBAN RENEWAL PLAN  
PORTLAND, OREGON

PART ONE - TEXT  
PART TWO - EXHIBITS

Prepared by  
City of Portland Development Commission  
1500 S.W. First Avenue  
Portland, Oregon 97201  
July 2, 1980 - Original  
July 29, 1981 - First Amendment  
December, 1981 - Second Amendment

Approved by  
Portland Development Commission  
May 22, 1980 - Original  
June 16, 1981 - First Amendment  
October 13, 1981 - Second Amendment  
AJF-1.8 & 1.10

Second Amendment  
Approved by  
Portland City Planning Commission  
December 1, 1981



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SECTION 100 - INTRODUCTION

This Amended Urban Renewal Plan was prepared pursuant to Chapter 457 of the Oregon Revised Statutes (ORS 457), and other relevant local, state and federal laws and ordinances. This Plan shall be known as the Second Amended St. Johns Riverfront Urban Renewal Plan and consists of Part One - Text and Part Two - Exhibits.

Land use proposals herein were developed through the joint efforts of citizens from the St. Johns neighborhood, interviews with private businessmen and realtors, consultants, and officials and staff from the City's various bureaus and agencies. These proposals are consistent with the City's established goals for community and housing development. Land use requirements and development guidelines set forth in this Second Amended Plan have been designed to accomplish redevelopment of the St. Johns Riverfront Urban Renewal Area in accord with sound planning principles and objectives.

SECTION 200 - DEFINITIONS

The following definitions will govern the construction of this Plan unless the context otherwise requires:

- A. "City" means the City of Portland, Oregon.
- B. "Council" or "City Council" means the legislative body, including the Mayor, authorized under law to be the governing body of the City of Portland, Oregon.

- C. "County" means the County of Multnomah, State of Oregon.
- D. "Density" or "Residential Density" means the number of residential dwelling units per net acre of land. A net acre is a land area containing 43,560 square feet exclusive of streets or other dedicated rights-of-way.
- E. "Exhibit" means an attachment, either narrative or map, to this St. Johns Riverfront Urban Renewal Plan, Part Two - Exhibits.
- F. "ORS" means Oregon Revised Statute (State Law) and specifically Chapter 457 thereof.
- G. "Plan" or "Amended Plan" means the St. Johns Riverfront Urban Renewal Plan or any approved amendment thereto.
- H. "Planning Commission" means the Planning Commission of the City of Portland, Oregon.
- I. "Commission" or "PDC" means the Portland Development Commission which is the designated Urban Renewal Agency of the City of Portland, Oregon, having been established pursuant to Chapter XV of the Portland City Charter and ORS Chapter 457.
- J. "Project" means any undertaking or activity within the Urban Renewal Area such as a street project, a redevelopment project or any other single activity which is authorized and for which implementing provisions are set forth in this St. Johns Riverfront Urban Renewal Plan.

- K. "Urban Renewal Area" means the entire area encompassed by this St. Johns Riverfront Urban Renewal Plan, the boundary of said Area being described in Part Two - Exhibits One and Two.
- L. "Redeveloper" means anyone acquiring property from the Commission or receiving financial assistance from the Commission for the physical improvement of privately or publicly held property.
- M. "State" means the State of Oregon.
- N. "Text" means the written Urban Renewal Plan, as amended for the St. Johns Riverfront Project Area, Part One - Text.
- O. "Urban Renewal Law" means Oregon Revised Statute, (ORS 457) Chapter 457, the State Urban Renewal Law.

SECTION 300 - DESCRIPTION OF URBAN RENEWAL PROJECT AREA BOUNDARY.

The St. Johns Riverfront Urban Renewal Area is located on the east bank of the Willamette River, south of the St. Johns Bridge.

The narrative of the legal boundary description is included as Exhibit One of Part Two of this Plan. The boundary of the Urban Renewal Area is shown on the Project Area Boundary and Land Use Map and included as Exhibit Two of Part Two of this Plan.

SECTION 400 - DECLARATION OF NECESSITY, PURPOSE AND URBAN RENEWAL  
PLAN OBJECTIVES

- A. Blighting conditions exist within the Urban Renewal Area. Land uses consist of a mixture of single and multi-family residential, industrial, and underutilized vacant land. Many structures in the Area are in poor or fair condition, and most of the streets are unimproved or in need of major repair. Most of the area is zoned for housing use, but the federal UDAG grant from the Department of Housing and Urban Development has been terminated and the City does not have the resources to complete the original project without this grant. It is now necessary to dispose of the land acquired by the City for the sole purpose of implementing the original plan in a manner consistent with the objectives of this Amended Plan.
- B. Deficiencies and conditions identified in the "Report on the St. Johns Riverfront Urban Renewal Plan" describe the adverse effect they have on the St. Johns neighborhood. Because of these deficiencies and adverse conditions, there is no indication that conditions will be improved without a major public involvement.
- C. Accordingly, the City Council, upon recommendation of the Portland Development Commission and the City Planning Commission, declares a need for undertaking this Amended Urban Renewal Project to manage land use, to correct such conditions and to provide for economically, socially and environmentally sound redevelopment consistent with the City's goals for community development and with the objectives of this Amended Urban Renewal Plan.

D. Purpose and Urban Renewal Plan Objectives.

1. Land use proposals contained in this Plan were developed through the joint efforts of private consultants, officials and staff from the City's various bureaus and agencies, and interviews with private citizens, and businessmen in the community.
2. The primary objectives of the Plan are to improve the physical conditions, functional relationships and visual quality of the area adjacent to the east bank of the Willamette River and to eliminate blight in order to strengthen the St. Johns neighborhood by establishing sound physical, social, economic and environmental relationships with the river and the community. More specifically, the objectives of this Urban Renewal Plan are to:
  - a. Provide new and, where appropriate, expanded general industrial and water-related industrial development in support of the City's economic development policy;
  - b. Complement and support previous neighborhood public improvements and housing rehabilitation;
  - c. Economically support the St. Johns business district;
  - d. Eliminate blighting influences such as substandard and/or obsolete buildings, non-conforming land uses, and under-utilized land;
  - e. Rehabilitate and conserve properties compatible with this Plan;

- f. Develop economically sound industrial, commercial, and recreational facilities that satisfy the principles of good urban design, are mutually supportive, and compatible with the surrounding area;
- g. Provide public access to, and recreational use of the riverfront within the Urban Renewal Area where possible;
- h. Provide new housing in support of the City's housing policy; and
- i. Develop land in the Urban Renewal Area in an efficient and timely manner.

SECTION 500 - LAND USE PLAN AND DEVELOPMENT CONTROLS

The following land use designations are intended to allow for reasonable development flexibility while providing a context that assures an overall project development of high quality in achieving the objectives established in Section 400 of this Plan:

- A. Land Acquired by Portland Development Commission (PDC) (see Exhibit Two of Part Two). Specific Zoning classifications are described in Section 515-A.

1. Industrial Uses.

Development shall include general manufacturing industries. Water-dependent industries which require direct access to the river and railroad are encouraged.

2. Commercial Uses.

Commercial uses which directly support the M-2 uses are encouraged. These may include restaurants, offices, marinas, marina-related facilities, boat sales, supplies and sources, and such other commercial enterprises that are compatible with the industrial and residential land use permitted within the Urban Renewal Area.

3. Residential Uses.

Residential development shall include multi-family, two-family and one-family detached or attached residential types. Existing residential structures will be permitted to remain.

4. Public Spaces.

Public spaces shall include open spaces, parks, walkways, esplanades, parking and related facilities. Open spaces, parks and a marina shall be permitted in subarea "B1" as indicated on Exhibit Four, Part Two of this Plan. Walkways and esplanades may be developed in all subareas provided that such walkways and esplanades do not conflict with the principle uses designated for those subareas, i.e., not in areas developed for water-dependent industry.

B. Land Not Acquired by PDC.

Development may include public uses, existing and new light manufacturing industries, related commercial uses, and existing and new residential uses. This is declared to be a transitional area which separates existing and new residential uses from the general manufacturing area described in Section 500-A-1, above.



New general and light manufacturing uses will be permitted and existing industrial uses may remain and expand within the limits specified in the City Zoning Code for "pre-existing uses", provided that such new and expanded uses shall incorporate development standards which will provide an appearance and environment compatible with abutting residential areas.

C. All New and Expanded Uses.

All new and expanded uses to be developed within the Urban Renewal Area shall be subject to the Plan and Design Review process set forth in Section 525 and with all other provisions of this Amended Urban Renewal Plan.

D. Zoning Classifications in the Urban Renewal Area.

Include R-1, R-2, R-H residential zones as well as M-2\* and M-2\* with a WSD Willamette Greenway overlay zone. Their location and extent are described on Exhibit Three, Part Two, and in Section 515-A, below.

SECTION 505 - TRAFFIC CIRCULATION

- A. Existing street patterns may be altered to accommodate proposed development and to provide for safe and efficient traffic circulation in and around the Urban Renewal Area. Vehicular access, whether publicly or privately developed, will be provided to all sections of the Urban Renewal Area. Certain streets may be vacated to accommodate workable and efficient traffic circulation patterns. Provisions shall be made for emergency vehicle access throughout the Urban Renewal Area.

B. Vehicular and pedestrian traffic circulation shall be segregated where possible, and be separate from railway traffic except for on-grade crossings. In all cases, adequate measures shall be taken to minimize conflict between railway and vehicular/pedestrian traffic.

C. Street Vacations.

Two public streets, as herein described, shall be vacated pursuant to City requirements for street vacations:

1. The diagonal street (name unknown) in the block owned by PDC and bounded by:

North - N. Decatur Street  
 East - N. Leavitt Avenue  
 South - N. Crawford Street  
 West - N. Burlington Avenue

2. The one-block segment of N. Leavitt Avenue, described in subsection 1 above.

These two, one-block street segments which are to be vacated are described on Exhibit Five, Part Two of this Amended Plan.

Other streets may be vacated as required.

SECTION 510 - PUBLIC IMPROVEMENTS

A. Streets.

All public street construction within the Urban Renewal Area, whether publicly or privately developed, shall meet or exceed City standards.

Street improvements include the travel surface, curbs, sidewalks, gutters, storm drains, street lights, and related facilities.

B. Utilities.

All utility lines and facilities, where feasible, shall be placed underground. All utility facilities will be of such size and design to adequately serve the area.

C. Other Public Improvements.

Other public improvements may be required in support of project development activities. These improvements include but shall not be limited to, street trees, landscaping and pedestrian walkways.

SECTION 515 - DEVELOPMENT STANDARDS AND CONTROLS

All development under this Amended Urban Renewal Plan shall conform to the conditions, limitations, and restrictions contained in applicable codes and ordinances of the City of Portland, and any other applicable local, state and federal law and regulation controlling the use of property in the Urban Renewal Area. The development standards and controls contained in this Amended Plan shall not be less restrictive than those required by the City's Zoning Code. This Amended Plan does, however, contain certain development standards and controls that are more restrictive than required by the designated zoning. The following conditions, limitations, and restrictions shall also apply to all development in the Urban Renewal Area:

A. Land Use Zoning.

The proposed zoning for property within the Urban Renewal Area is shown on Exhibit Three, Part One. The applicable provisions of the Title 33,

"Planning and Zoning", of the Municipal Code of the City of Portland, as herein below listed, shall be incorporated in this Amended Plan as if herein included in full:

1. Charter 33.30 -- R-2 Multi-Family Residential Zone.
2. Charter 33.32 -- R-1 Multi-Family Residential Zone.
3. Charter 33.34 -- R-H High Density, Multi-Family Residential Zone.
4. Chapter 33.52 -- M-2\* General Manufacturing Zone, as modified for specific application in the Urban Renewal Area.

a. Development within the modified M-2 (M-2\*) Zone, when used for residential purposes shall comply with the following provisions:

1) Uses Permitted:

One Family detached dwellings;  
One Family attached dwellings;  
Two Family dwellings;  
Multi-Family dwellings.

2) Where any lot is used for any of the above residential uses, all regulations governing principal uses in R-1 zones shall apply.

3) All new residential construction shall be constructed with sound insulation to achieve a day/night average interior noise level of 45 DBA as a maximum.

- 4) All new residential construction shall be oriented away from any new existing major noise sources such as railroads and inherently noisy or vibration producing industrial activity.
  - 5) All new residential construction shall provide heavily landscaped noise buffering between residential buildings and existing major noise sources. These buffers shall be at least 20 feet in width and shall be planted with a combination of green growing ground cover, evergreen bushes and evergreen trees. Trees planted shall be of such size so as to achieve a height of at least ten feet within two years of the time of planting and shall be planted at intervals spaced such that they create a continuous hedge within two years of the time of planting.
- b. Within the modified M-2 (M-2\*) zoned areas the following uses, ordinarily permitted in an M-2 zone shall be prohibited:
- 1) Meat or fish smoking, curing or canning;
  - 2) Automobile and truck wrecking;
  - 3) Junk/rags, paper or metal salvage, storage, processing or treatment;
  - 4) Poultry or rabbit killing;
  - 5) Wrecking and salvage yard of building materials;
  - 6) Brewery, distillery or winery;

- 7) Drive-in theaters;
- 8) Fuel oil distributor, retail;
- 9) Fuels, solid, yard;
- 10) Paint manufacture;
- 11) Pickles, sauerkraut, or vinegar production.

c. All other provisions of the modified M-2 (M-2\*) zone shall apply.

5. On land between the railroad right-of-way and the river, shall carry the "WSD", Willamette Scenic Development Overlay Zone.
6. On land north of the railroad right-of-way, within the Greenway Boundary, shall also carry the "WSD" designation, except for land in the ownership of the Portland Development Commission, which shall carry the "WSR", Willamette Scenic Recreation Overlay Zone.

Zone changes to accomplish the objectives of this Plan shall be made by the City in compliance with the above-referenced Title 33 of the Municipal Code.

B. Buildings.

1. Design: All new and expanded buildings shall be designed by registered architect or engineer.
2. Building Materials: Materials shall be appropriate for the use and type of structure in which they are used. Tenants are encouraged to use materials indigenous to the local area.

3. Building Placement: Placement of structures shall be so as to maximize the potential of the individual sites. Provisions shall be made for vehicle circulation within the site and for the access of emergency vehicles.

C. Off-Street Parking.

1. Parking Area Layout: The design and layout of all parking areas shall conform with the requirements of the appropriate City requirements.
2. Screening: Where off-street parking abuts or is across a street from a Residential Zone, such parking shall be adequately screened from residential property. Adequate screening shall be interpreted as either landscaping and/or architectural materials which obscures the line of sight from the street. The parking screening requirement may be combined with setback landscaping requirements, where required. The adequacy of the screening will be determined by PDC. Where architectural screens are used, they shall not be located within required building setback area.
3. Surfacing: All off-street parking areas shall be paved with a dust-free, all-weather surface such as asphaltic paving, shall be graded and drained to provide for disposal of all surface water on the site, and have a strength adequate for the traffic expected. All parking stalls and direction of traffic shall be clearly marked.

D. Off-Street Loading.

1. All loading and unloading of materials, goods or products shall be accomplished on private property.

2. Screening: Where off-street loading abuts or is across a street from a Residential Zone, such loading area shall be adequately screened from residential property. Adequate screening shall be the same as described for off-street parking, Section 515-C-2, above.
3. Surfacing: All off-street loading areas shall be the same as required for off-street parking, Section 515-C-3, above.

E. Flammables.

Flammables: The storage and handling of flammable liquids shall comply with these standards and the rules and standards of the Oregon State Fire Marshall, the Interstate Commerce Commission, and the standards enforced by the City of Portland. No above-ground storage of petroleum products for on-site fueling of vehicles will be allowed.

F. Utilities.

Pad-mounted electrical transformers shall be located and screened so as to prevent viewing from any public street. Permits or easements shall be obtained for all utilities crossing Union Pacific Railroad tracks.

All utility lines and facilities, where feasible, shall be placed underground. All utility facilities will be of such size and design to adequately serve the area. Utilities include but shall not be limited to, street lights, sanitary and storm sewers, water lines, traffic signals, television cables, natural gas distribution lines, fire hydrants, and related facilities.



G. Signs.

BOOK 1584 PAGE 1101

Signing and identification of buildings, land areas, and facilities shall be considered as an integral part of any development, and plans and details shall be submitted with development plans. All signing or identification shall be subject to the approval of the Portland Development Commission.

Outdoor advertising signs, painted bulletins or sign boards, poster panels or billboards, roof bulletins and roof signs, wall bulletins, and advertising structures which advertise goods or services other than those produced or sold on the premises are prohibited. Signs are permitted under the following conditions:

1. In M-2\* Zones:

- a. When they advertise or identify only the business or goods produced or sold on the premises.
- b. No flashing or rotating signs will be permitted.
- c. A single identification sign will be permitted. This sign may either be integrated with the building or be a free-standing part of the landscape.
- d. Free-Standing Signs: No free-standing advertising signs or billboards will be permitted except a single identification sign approved by the PDC. A free-standing sign shall not exceed 10 feet in height or 40 square feet in surface area, and shall be designed as an integral part of the landscape.

- e. Other Permitted Signs: Directional signs, such as "enter", "shipping", etc., are allowed adjacent to each driveway and one sign advertising the sale, lease or hire of the site is allowed, but no such sign shall exceed 4 feet in height or 20 square feet in surface area.
- f. Building Signs: Signs on roofs, fences, or painted on exterior faces of buildings are prohibited. A sign may be placed upon the outside wall of the building, but shall not extend above the eave or parapet of that wall and shall not exceed in size 5 percent of the wall upon which it is placed. However, no sign shall exceed 50 square feet in surface area. All such signs shall be designed as an integral element in the architectural design of the facility.
- g. Lighting of Signs: Signs shall not be illuminated in a manner which is detrimental to neighboring occupancies or to the safe movement of traffic.

2. In Residential Areas:

- a. Exterior signing of residential structures shall be limited to a maximum area of ten (10) square feet and must be attached flat against the wall of a building or to the face of a marquee.
- b. No outside display window or windows, nor signs advertising accessory uses shall be visible from the exterior of any residential structure.

3. In All Areas:

BOOK 1584 PAGE 1103

- a. Signs may be illuminated, provided the illumination is back lighted or properly focused upon the sign itself so as to prevent glare and direct light upon the abutting areas.
- b. Signs with flashing, animated or intermittent illumination shall not be permitted.
- c. The use of red and green lighted signs shall not be permitted within fifty (50) feet of a signalled intersection.
- d. No sign shall be permitted to overhang streets, sidewalks, or any property line.

H. Access.

1. Setbacks: Curb cuts and driveway aprons providing access to and from the site shall be in conformance with City standards.
2. Rail Spurs: All railroad tracks shall be constructed according to the engineering specifications of the railroad company serving the site.
3. Storage Tracks: Railroad storage and switching track shall be constructed on the site which it is intended to serve and of sufficient size to accommodate all railcar storage and switching requirements.

1. Landscape.

BOOK 1584 PAGE 1104

1. All landscape drawings submitted for approval by PDC shall be prepared and stamped by a registered landscape architect. The design of all landscaping will be evaluated by PDC for its compatibility with surrounding design, compatibility with the local environment, and the extent to which it satisfies screening requirements.
2. Size: All landscape material shall be of sufficient initial size to provide the required degree of screening within three (3) years after installation.

J. Area Lighting.

All lighting shall be shielded from adjoining properties or public streets when it would create an annoyance.

K. Greenway Trail.

If M-2\* zoned property abutting the Willamette River is not developed to uses which are "river dependent" as defined in the City's Willamette Greenway Plan, then the developer of such property shall be required to provide a landscaped, Greenway Trail conforming to City Standards. Such trail shall be located within a 30 foot irrevocable easement, granted to the City for Greenway Trail landscaping and related uses.

L. Exceptions or Variances.

The Commission may grant exceptions or variances which do not constitute a substantial change to any of the regulations prescribed in this Plan, upon a finding that granting the exception or variance is consistent with the intent of the Urban Renewal Plan and will not adversely affect other properties within or adjacent to the Urban Renewal Area, or conflict with the City of Portland Zoning Code.

M. Height Exceptions.

In no case shall height exceed that prescribed in the Zoning Code except in those circumstances described therein.

The permitting of exceptions to this Plan by the Commission shall not waive the obligation of an Owner-Participant or Redeveloper to receive other required City approvals.

SECTION 520 - OTHER DEVELOPMENT PROVISIONS

The following performance standards shall apply to all business and industrial uses in the Urban Renewal Area. The intent of these standards is to avoid creation of a nuisance or unsanitary conditions.

A. Property Use.

The buildings and other facilities erected on the site and the uses to which the site is put shall comply with the laws, statutes, regulations, ordinances and rulings of the city, county, state and federal governing agencies having jurisdiction. The buildings and other facilities comprising the development shall comply with plans as approved by the PDC. Any subsequent changes in use will be subject to the approval of PDC.

**B. Air Pollution.**

Firms responsible for a suspected source of air pollution, upon the request of the PDC, shall provide quantitative and qualitative information regarding the discharge that will adequately and accurately describe operation conditions. Any firm desiring to locate in the Urban Renewal Area having unknown or questionable air pollution problems shall be prepared to have its plans and specifications reviewed by the State Department of Environmental Quality prior to final approval of the plans by PDC.

1. Smoke and Particulate Matter: Any facility located within the Urban Renewal Area must comply with all Department of Environmental Quality on pollution control regulations referenced in the Oregon Administrative Rules (OAR) and amendments thereto.
2. Open Burning: No open burning shall be permitted.
3. Odors: The emission of odors in such quantities as to be detectable by any person with normal sensitivities at any point beyond property line is prohibited. Noxious, toxic and corrosive gas emissions are prohibited.

**C. Noise.**

Industrial and commercial noise sources shall conform to the codes and ordinances of the State Department of Environmental Quality (DEQ) and the City of Portland's noise standards.

D. Vibration.

No vibration which is discernible by a person of normal sensitivities without instruments other than that caused by highway vehicles, trains or aircraft shall be permitted beyond the property line of the use concerned.

E. Heat and Glare.

All operations producing heat or glare, including exterior lighting shall be conducted so that they do not create a nuisance beyond the property line of the site.

F. Waste Material.

All materials, including wastes, shall be stored and all properties maintained in a manner which will not attract or aid the propagation of insects or rodents or in any way create a health hazard.

G. Water and Solid Waste Pollution.

No liquid or solid waste disposal will be allowed on the site or into adjacent drainage ditches, storm sewers, sloughs or other waterways. The discharge of treated or untreated sewage or wastes into the sanitary sewer systems shall conform to the governmental agency having jurisdiction.

H. Handling of Dangerous Materials.

The storage, handling and use of dangerous materials such as flammable liquids, incinerary devices, compressed gasses, corrosive materials and explosives where permitted, shall be in accordance with the regulation and codes of the City of Portland, the State Fire Marshall and the National Fire Protection Association.

SECTION 525 - PLAN AND DESIGN REVIEW

No building in the Urban Renewal Area, shall be constructed or other improvements made on or over any land or water subject to these controls, including public areas, until plans for such building or improvements shall have been submitted to and approved by the Portland Development Commission.

SECTION 530 - APPLICABILITY OF CONTROLS UPON REAL PROPERTY WITHIN THE URBAN RENEWAL AREA

Provisions and requirements in this Plan shall apply to all real property within the Urban Renewal Boundary on which new or expanded development is proposed, including property previously acquired by PDC.

SECTION 600 - URBAN RENEWAL ACTIONS WHICH MAY BE USED TO IMPLEMENT THE PLAN AND TO ACHIEVE PLAN OBJECTIVES

Sections 605 through 635 identify the Urban Renewal actions to be undertaken by the PDC or the City in the implementation of this Plan.

SECTION 605 - PROPERTY ACQUISITION

While property acquisition is a permitted activity, no such additional acquisition is anticipated in the implementation of this Amended Urban Renewal Plan.

Property previously acquired by PDC will be disposed of and redeveloped in accordance with the provisions of this amended Urban Renewal Plan.



SECTION 610 - RELOCATION OF RESIDENTS AND BUSINESSES

While relocation is a permitted activity, no such additional relocation is anticipated in the implementation of this Amended Urban Renewal Plan.

All previous relocation activities and procedures by the PDC were accomplished in accordance with Oregon Revised Statutes, Sections 281.045 to 281.05 and with the Federal Property Acquisition and Relocation Act.

SECTION 615 - DEMOLITION AND SITE CLEARANCE

Except for structures designated for possible retention and rehabilitation all structures on properties acquired by the PDC have been demolished and cleared as necessary to carry out this Plan.

SECTION 620 - PUBLIC IMPROVEMENTS

Public improvements, while a permitted activity, are not intended to be provided in support of development activities within the Urban Renewal Area except as noted herein. Street, sidewalk, curb, sewer, water, street lighting, street landscaping, traffic signals, and other public improvements required by City codes shall be provided by the purchases/developer and shall meet or exceed standards established by the City.

SECTION 625 - REDEVELOPMENT AND PROPERTY DISPOSITIONA. Real Property Disposition.

PDC shall make land which it owns within the Urban Renewal Area available to private redevelopers or to public bodies at a value determined by PDC

to be its fair reuse value in order that it may be developed or rehabilitated for the purposes specified in this Plan, and in accordance with the provisions of this Amended Plan. Real property may be conveyed by PDC to the City or other public body without charge.

PDC shall reserve such powers and controls in the disposition and development documents, as may be necessary, to prevent transfer, retention, or use of property for speculative purposes, and to ensure that development is carried out pursuant to this Amended Plan.

B. Redevelopers' Obligations.

Redevelopers shall be subject to the following obligations:

1. Redevelopers shall develop and use property in accordance with the land use provisions and building requirements specified in this Plan.
2. Redevelopers shall begin and complete the development of property for the uses provided in this Plan within a reasonable period of time as determined by PDC.
3. Redevelopers shall submit all plans and specifications for construction of improvements to PDC for review and approval to determine compliance of such plans and specifications with this Plan.
4. Redevelopers shall not restrict or effect or execute any agreement, lease, conveyance, or other instrument which has the effect of restricting the sale, lease, use or occupancy of any property or part thereof upon the basis of race, color, religion, sex, marital status, or national origin.

5. Redevelopers shall maintain the cleared land under their ownership within the Urban Renewal Area in a clean and safe condition.
6. The Greenway Trail provisions of Section 515-K shall apply.

SECTION 630 - COOPERATION WITH PUBLIC BODIES

Certain public bodies are authorized by State Law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operations of this Urban Renewal Project. PDC may seek the aid and cooperation of such public bodies and shall attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes of this Plan.

SECTION 635 - PROPERTY MANAGEMENT

During such time as property in the Urban Renewal Area is owned by PDC, such property shall be under the management and control of PDC. PDC may rent, maintain, manage, operate and clear such property pending its disposition for redevelopment.

SECTION 700 - METHODS FOR FINANCING THE PROJECT

A. General Description of the Proposed Financing Methods.

The Commission may borrow money and accept advances, loans, grants and any other form of financial assistance from the federal government, the state, city, county, or other public body, or from any sources public or private, for the purposes of undertaking, planning and carrying out this Urban

Renewal Plan, or may otherwise obtain financing as authorized by ORS Chapter 457 and Chapter XV of the Charter of the City of Portland. Upon request of the Commission, the Council of the City of Portland may from time to time issue revenue bonds, certificates, or debentures to assist in financing the Plan as provided by Section 15-106 of the Charter of the City of Portland.

The funds obtained by the Agency shall be used to pay or repay any costs, expense, advancements and indebtedness incurred in planning or undertaking the Plan or in otherwise exercising any of the powers granted by ORS Chapter 457 and Chapter XV of the Charter of the City of Portland in connection with carrying out the Plan.

B. Urban Development Action Grant.

The City of Portland was the recipient of a \$9,000,000 Urban Development Action Grant (UDAG) from the federal Department of Housing and Urban Development (HUD). For reasons stated in the introduction these funds have been withdrawn and are no longer available for use in undertaking and carrying out this Amended Urban Renewal Plan. Accordingly all improvements and redevelopment will be implemented by redevelopers with private financing. As a supplement to private financing, tax increment financing may be offered in accordance with the following paragraphs.

C. Self-Liquidation of Costs of Project (Tax Increment Financing).

1. The carrying out of this plan may be financed, in part, by self-liquidation of the costs of the Plan as provided in ORS 457.410 through ORS 457.450. The ad valorem taxes, if any levied by a taxing body upon the taxable real and personal property situated in the Urban Renewal Area, shall be divided as provided in ORS 457.440. That portion of the taxes representing the levy against the increase, if

any, in true cash value of property located in the Urban Renewal Area, over the true cash value specified in the certificate of amendment to the certificate filed under ORS 457.430, shall, after collection by the tax collector, be paid into a special fund of the Commission and shall be used to pay the principal and interest on any indebtedness incurred by the Commission to finance or refinance the Plan.

2. Such self-liquidation methods, and the tax increment accruing therefrom, as provided in OR 457.410 through 457.450, may be used by the Commission to reimburse the City or the Commission for funds advanced to the Commission for the purposes of undertaking and carrying out this Urban Renewal Plan.

#### SECTION 800 - ACTIONS BY THE CITY

The City shall aid and cooperate with PDC in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the intent and purpose of this Plan and to prevent the recurrence or spread in the area of conditions causing blight.

#### SECTION 900 - NON-DISCRIMINATION

All deeds, leases or contracts for the sale, lease or sublease or other transfer of land in any undertaking of the PDC under this Plan shall contain the restriction that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the property.

SECTION 1000 - DURATION OF THIS PLAN

BOOK 1584 PAGE 1114

Except for provisions of Section 900 which shall run in perpetuity, the provisions of this Plan, and provisions of other documents executed pursuant to this Plan, shall be effective for thirty (30) years from the date of original adoption of this Plan by the City Council.

SECTION 1100 - AMENDMENTS

This Plan may be subject to minor changes or modifications only by formal written amendment duly approved and adopted by the Portland Development Commission.

Where the proposed modification will substantially change the Plan as approved by the City Council, the modification must be approved and adopted by City Council in the same manner as the original Plan and in accordance with the requirements of state and local law.

Substantial changes shall be regarded as revisions in the Urban Renewal Area boundaries or land uses, acquisition of additional property, the provision of additional improvements or site preparation activities which constitute a change in the purpose and objectives of this Plan, and revisions to the effective period of the Plan.

SECTION 1200 - SEVERABILITY

If any provision of this Plan shall contravene or be invalid under either state or federal law, such contravention or invalidity shall not invalidate all of the provisions of this Plan, but the remaining provisions shall be construed as if not containing the invalid portion.

PART TWO - EXHIBITS

BOOK 1584 PAGE 1115

EXHIBIT ONE: NARRATIVE -- LEGAL BOUNDARY DESCRIPTION

EXHIBIT TWO: MAP -- PROJECT AREA BOUNDARY AND LAND USE PLAN

EXHIBIT THREE: MAP -- PROPOSED ZONING

EXHIBIT FOUR: MAP -- URBAN RENEWAL SUB AREAS

EXHIBIT FIVE: MAP -- STREET VACATIONS

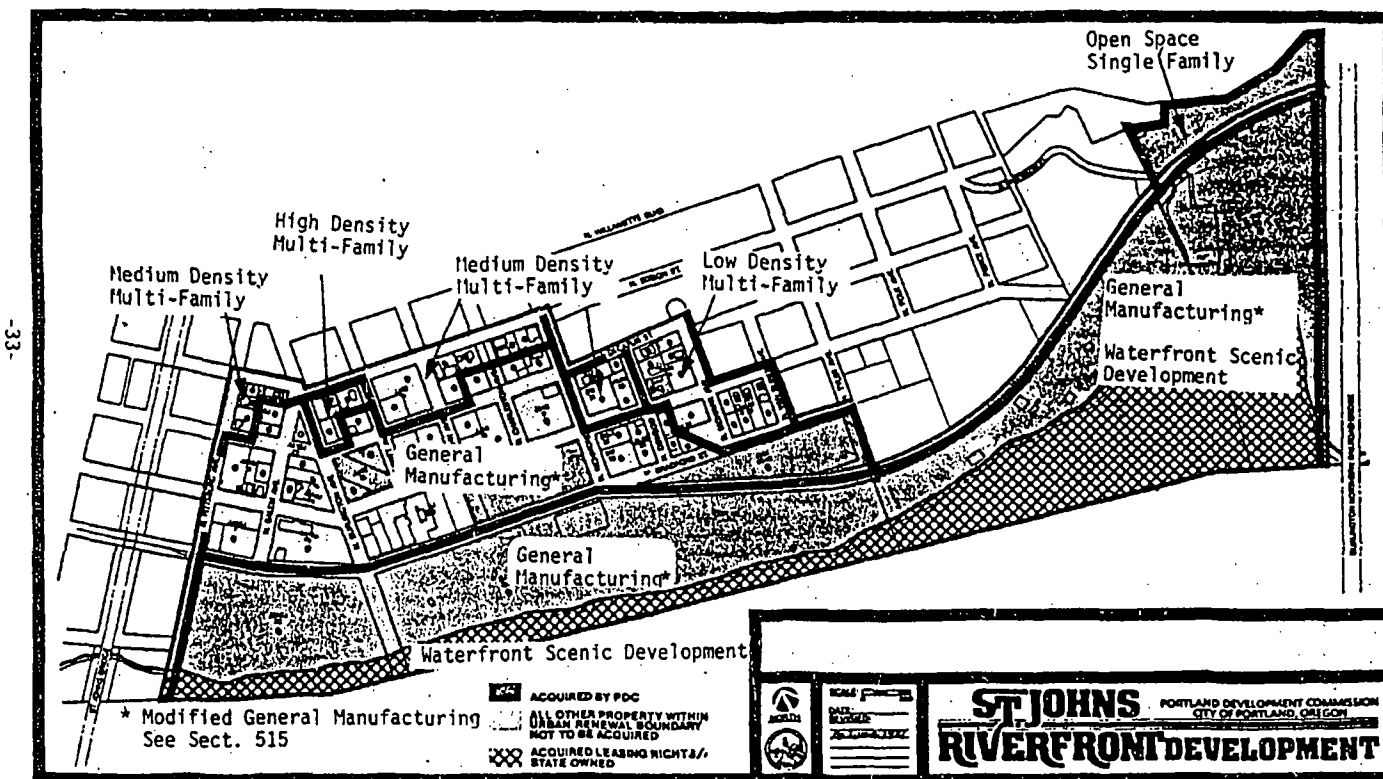
## LEGAL BOUNDARY DESCRIPTION - NARRATIVE

The following described property located in the City of Portland,  
County of Multnomah, State of Oregon:

Beginning at the intersection of the westerly line of N. Pittsburg Avenue and the northerly line of N. Edison Street; thence easterly along the northerly line of N. Edison Street and the easterly extension thereof to its intersection with the easterly line of N. Burlington Avenue; thence southerly along the easterly line of N. Burlington Avenue to the northerly line of N. Edison Street; thence easterly along the northerly line of N. Edison Street to the easterly line of N. Richmond Avenue; thence southerly along the easterly line of N. Richmond Avenue to the northerly line of N. Decatur Street; thence easterly along the northerly line of N. Decatur Street to the easterly line of N. Mohawk Avenue; thence southerly along the easterly line of N. Mohawk Avenue to the northerly line of N. Crawford Street; thence easterly along the northerly line of N. Crawford Street to the easterly line of N. Van Buren Avenue; thence southerly along the easterly line of N. Van Buren Avenue to the northerly line of N. Bradford Street; thence easterly along the northerly line of N. Bradford Street to the easterly line of N. Tyler Avenue; thence southerly along the easterly line of N. Tyler Avenue to the northerly right-of-way line of Union Pacific Railroad; thence easterly along the northerly right-of-way line of Union Pacific Railroad 1666.50 feet; thence N 21° 00'48" E 208.10 feet; thence S 68° 39'12" E 73.69 feet; thence N 37° 48'46" E 50.00 feet; thence S 52° 11'14"



E 64.75 feet; thence N 50° 48' 46" E 82.31 feet to the southerly right-of-way line of N. Willamette Blvd; thence easterly along the southerly right-of-way line of N. Willamette Blvd; to the westerly right-of-way line of Burlington Northern Railroad; thence southerly along the westerly right-of-way line of Burlington Northern Railroad to the northerly harbor line of Willamette River; thence westerly along the northerly harbor line of Willamette River to its intersection with the southerly extension of the westerly line of N. Pittsburgh Avenue; thence northerly along the westerly line of N. Pittsburgh Avenue to the point of beginning.

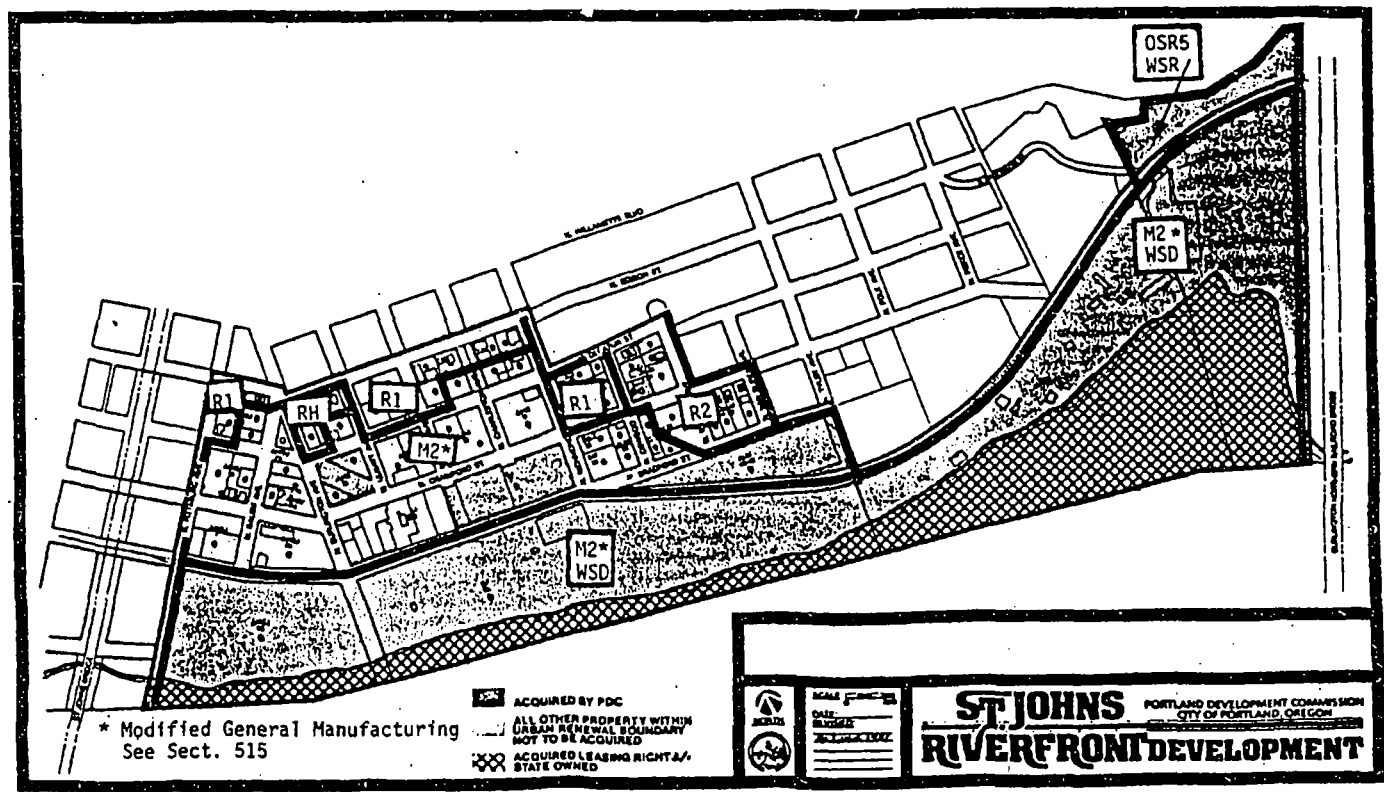


PROJECT AREA BOUNDARY AND LAND USE

EXHIBIT 2  
Amended 1 December 1981  
by Portland City Planning Commission

BOOK 1584 PAGE 1118

-34-



PROPOSED ZONING

EXHIBIT 3  
Amended 1 December 1981  
by Portland City Planning Commission

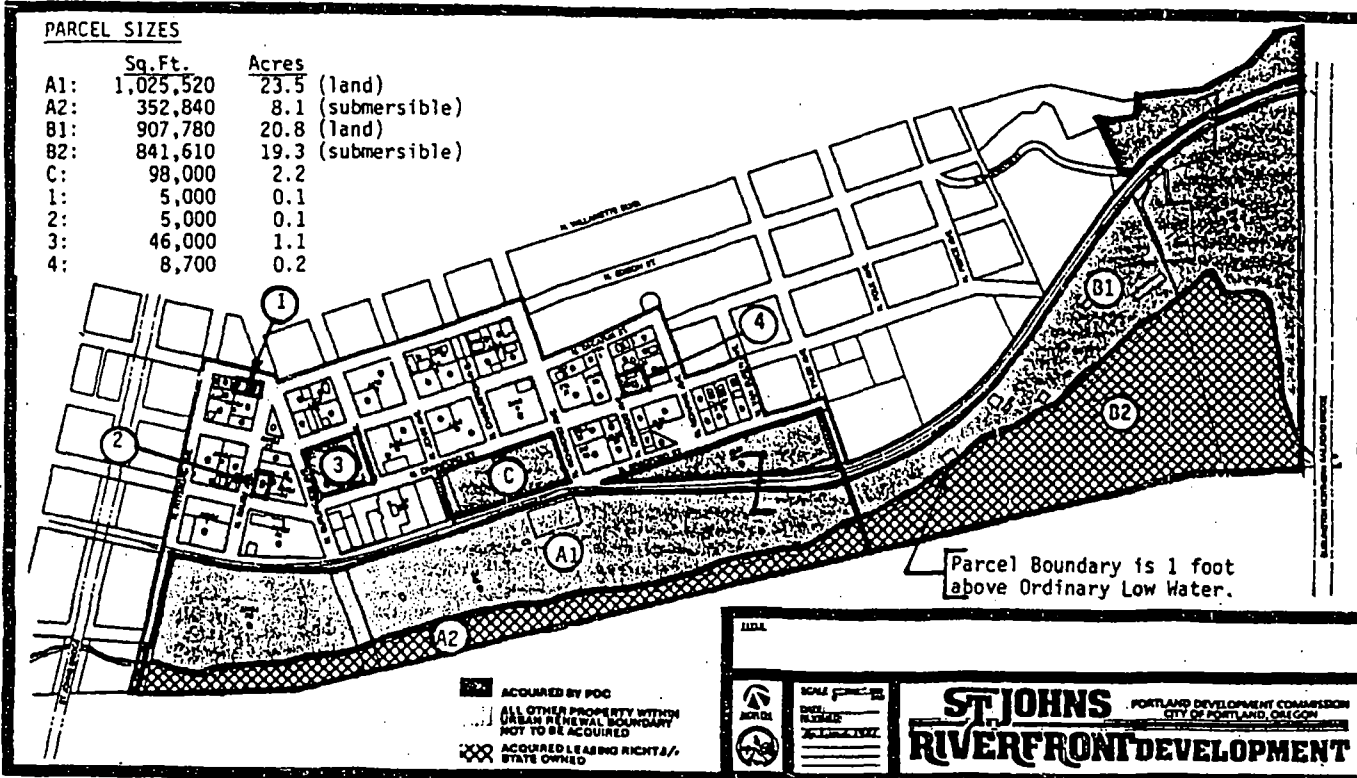
BOOK 1564 PAGE 1119

NOTES:

- Parcel A1 contains 127,040 s.f./2.9 acres of land in "triangle" north of U.P.R.R.
- Parcel B1 contains 150,710 s.f./3.5 acres of land on steep hillside north of U.P.R.R.
- Total land on riverside of U.P.R.R. = 1,655,550 s.f./38.0 acres.
- Total land for sale by PDC exclusive of submersible land = 48.0 acres.
- Total contiguous land (Parcels A,B&C) exclusive of submersible land = 46.5 acres.
- All areas approximate

PARCEL SIZES

	Sq. Ft.	Acres	
A1:	1,025,520	23.5	(land)
A2:	352,840	8.1	(submersible)
B1:	907,780	20.8	(land)
B2:	841,610	19.3	(submersible)
C:	98,000	2.2	
1:	5,000	0.1	
2:	5,000	0.1	
3:	46,000	1.1	
4:	8,700	0.2	

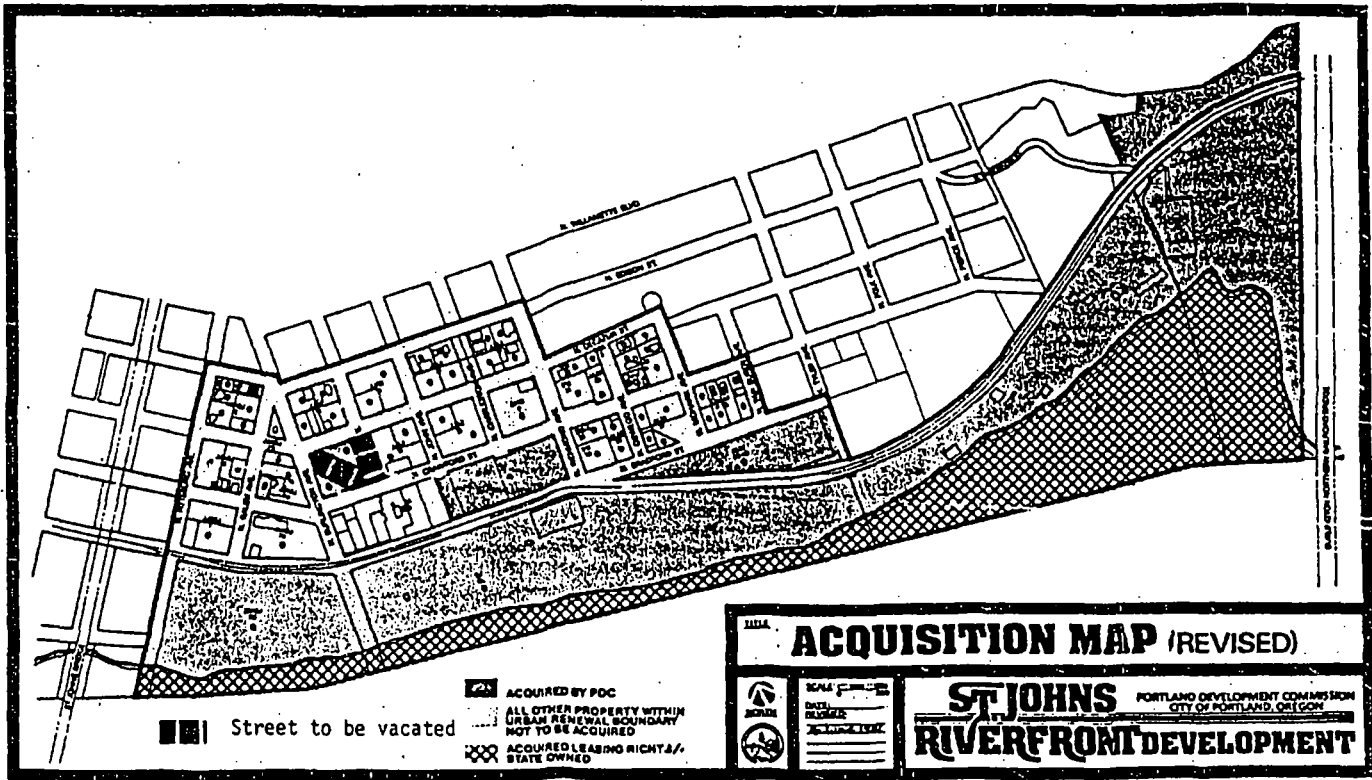


URBAN RENEWAL SUBAREAS

EXHIBIT 4  
Amended 1981

BOOK 1584 PAGE 1120

-36-



STREET VACATIONS

EXHIBIT 5  
Amended 1981

BOOK 1584 PAGE 1121

EXHIBIT B

BOOK 1584 PAGE 1122

REPORT ON THE SECOND AMENDMENT TO THE  
URBAN RENEWAL PLAN FOR THE  
ST. JOHNS RIVERFRONT URBAN RENEWAL AREA

Prepared by  
City of Portland Development Commission

October, 1981

Approved by:  
Portland Development Commission  
October 13, 1981

## INTRODUCTION

BOOK 1584 PAGE 1123

The State Urban Renewal Law, ORS 457, requires that an Urban Renewal Plan be accompanied by a Report. This document constitutes such Report and addresses only those elements of the Original Urban Renewal Plan Report and the First Amendment thereto, which have been changed by the Second Amendment to the St. Johns Riverfront Urban Renewal Plan.

In conformity with the provisions of the Original Plan, the majority of property within the 120.73 acre area is currently zoned for residential use. With the federal government's termination of a \$9,000,000 Urban Development Action Grant (UDAG), the City of Portland does not have the financial resources to implement the Plan as originally conceived.

Accordingly, the Second Amendment is necessary to allow for the rezoning of certain property, revising certain property development standards and to reestablish the method of financing the urban renewal program.

## SECTION 100 - EXISTING CONDITIONS

- A. Location - no change.
- B. Existing Physical, Social and Economic Conditions - no change.
  - 1. Existing Land Uses - no change.
  - 2. Building Conditions - no change.
  - 3. Topography and Soils - no change.

4. Sewer and Water Facilities - no change.
  5. Other Utilities - no change.
  6. Streets - no change.
  7. Traffic Circulation - no change.
  8. Railway Traffic:
    - a. through f. - no change.
    - j. Industrial development of PDC-owned land riverward of the tracks may necessitate improved crossings and signals at Pittsburg, Burlington Avenue, North Richmond and Edgewater. Those improvements will be provided by the private sector as the land developer.
  9. Noise - no change.
  10. Social - conditions - no change.
  11. Property Values - no change.
- Summary and Conditions - no change.

SECTION 200 REASONS FOR SELECTING THE URBAN RENEWAL AREA - Change in concluding statements as follows:

The underlying assumption of these objectives was that the composition of the population is decisive in determining the capacity for self-help and neighborhood self-help, the demand for tax supported services, the quality



of public education (a mix and diversity in the schools improves education), and a willingness and capacity to pay for public services, including schools and police.

In order to implement these objectives, it was necessary to formulate an overall action plan for the City. The tools available to help facilitate this Plan included the City's Community Development Strategy and Economic Development Plan, as well as the proposed Comprehensive Land Use Plan and other neighborhood stabilization efforts. The UDAG program was another element of the overall Plan that would support the City's objectives and take advantage of unique opportunities to integrate several different government programs within one project.

An effort to find suitable action grant project sites was begun upon the integration of the program with adopted City policies and objectives. Twenty-one sites throughout the City were evaluated by the Office of Planning and Development (OPD), with the assistance of the Bureau of Planning and OPD Economic Planning staff. The final conclusion was that the location of the site, existing conditions on the site and its development potential for residential use all combined to support City-wide objectives and complement previous public investments in the St. Johns Business District, park improvements and housing rehabilitation.

The termination of the UDAG grant in July 1981 leaves the site in the condition, documented above, which requires limited public assistance in the form of land use zone changes, and the enforcement of development standards and controls.

SECTION 300 - THE RELATIONSHIP BETWEEN EACH PROJECT TO BE UNDERTAKEN UNDER  
THE PLAN AND THE EXISTING CONDITIONS IN THE URBAN RENEWAL AREA

Each project is interpreted to mean each urban renewal activity or action to be undertaken under the Plan. See Section 600 of the Urban Renewal Plan for the St. Johns Riverfront Project.

A. Real Property Acquired.

The Portland Development Commission has acquired property, including vacant land, to eliminate detrimental land uses or conditions, to remove blight and blighting conditions to achieve the objectives of the Urban Renewal Plan, and effect the release of the grant funds. Termination of the UDAG grant, however, caused PDC and the City Council to adopt the First Amendment to the Urban Renewal Plan which removed the acquisition designation from all land not yet acquired. Accordingly, no further acquisition will be made.

B. Real Property not to be Acquired.

Certain properties described in the Original Plan will not be acquired for the reasons described above.

C. Relocation of Residents and Businesses.

Since occupied residential, commercial and industrial properties have been acquired, relocation activities were undertaken and completed by the Portland Development Commission. See Section 800 of this Report. There will be no further relocation of residents and businesses.

## D. Demolition and Site Clearance.

Developed properties which have been acquired by the Portland Development Commission have been demolished and cleared from their respective sites to make possible the redevelopment of the area and the implementation of the proposed land use plan.

## E. Public Improvements.

New water, sanitary sewer, storm sewer systems, as well as new streets, with full improvements, will be installed in the Project Area by private developers, as necessary, to serve the new residents and business that are anticipated. None of the existing facilities are adequate to accommodate additional development. Privately-owned utilities--gas, power and telephone--will be provided by their respective serving utility companies.

## G. Real Property Disposition.

The real property which the Portland Development Commission acquired, except for that which will be retained for public streets and other public uses, will be disposed of to private developers for development in accordance with all of the terms and conditions set forth in the Second Amendment to the Urban Renewal Plan.

## H. Redevelopers Obligation - no change.

## I. Cooperation with Public Bodies - no change.

## J. Property Management - no change.

K. Zone Changes of Urban Renewal Area Property (added).

The Second Amendment to the Urban Renewal Plan provides for the following zone changes which are illustrated in the Urban Renewal Plan.

SECTION 400 - THE ESTIMATED TOTAL COST OF EACH PROJECT, THE SOURCES OF MONEY TO PAY SUCH COSTS AND ANTICIPATED TAX INCREMENT REQUIREMENTS

The majority of the public improvements, programmed in the Original Plan, are no longer being considered.

A. (Eliminate existing Subsection A).

B. (Eliminate existing Subsection B).

The following cost and financial analysis shall be included in this amended Report:

- Land Assembly (Acquisition, Relocation, Demolition) \$3,400,000
- Legal/Administrative/Operating 1,000,000
- Future (Land Disposition/Administration) 250,000

Gross Project Costs \$4,600,000

- Proceeds
  - 1. HUD Grant (500,000)
  - 2. Land Sale (3,400,000)

Net Project Costs \$750,000

C. Tax Increment Proceeds are to be used to retire the \$750,000 debt. See Section 600 of this Report.

#### SECTION 500 - THE ANTICIPATED COMPLETION DATE FOR THE PROJECT

It is estimated that the completion date for each major project activity will be as follows:

- A. Administration 1987-1988
- B. Property Disposition 1982-1983
- C. Administrative Review of Development 1987-1988

SECTION 600 - A FINANCIAL ANALYSIS OF THE PLAN WITH SUFFICIENT INFORMATION  
TO DETERMINE FEASIBILITY

- A. Future Tax Increment Proceeds will be used to retire the debt estimated to be \$750,000. See analysis above in Section 400.
- B. Estimated Tax Increment Proceeds Analysis.

Assumption used in deriving the above Tax Increment analysis:

1. State property tax laws, as they presently exist, will continue.
2. PDC intends to sell the property in 1982 and 1983 for approximately \$3,400,000.
3. Private land and improvement values (true cash value) on property sold by PDC are estimated to total \$19,500,000 and will accrue at an annual rate of \$6,500,000 over the 3-year period from 1984 through 1986.
4. The tax rate will be stable at about \$23.00 per \$1,000 of assessed value.

The Tax Increment process is estimated to be terminated at the end of Fiscal 1987-1988 when \$1,000,000 is estimated to have been collected to retire the debt (net project cost) of \$750,000. The difference between these two figures (\$250,000) will be used for contingency and debt service costs.

- C. It appears that the sequestering of Tax Increment Proceeds through Fiscal 1987-88 will generate sufficient funds to retire PDC project costs. The project appears to be feasible.

SECTION 700 - A RELOCATION REPORT

A Relocation Plan has been prepared by the Portland Development Commission. Such Plan meets the requirements of the Federal Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the provisions of State Law--ORS 281.045 to 281.105.

- A. Analysis of existing residents and businesses required to relocate permanently or temporarily - no change.
- B. Description of the relocation methods to be used - no change.
- C. An enumeration, by cost range, of the existing housing units to be destroyed or altered and new units to be added - no change.
- D. No additional relocation activities are anticipated under the conditions of the Second Amended Plan.
- E. No new residential units will be added by actions initiated by PDC other than by normal market forces which will be permitted to develop new housing units on the 18.75 acres proposed to be zoned R-1, R-2 and R-H.

## Residential units expected:

<u>Zone</u>	<u>Gross Area</u> <sup>1</sup>	<u>Net Area</u> <sup>2</sup>	<u>DU/Acre</u>	<u>Dwelling Units</u> <sup>3</sup>
R-1	8.01 acre	5.77 acre	32	182
R-2	8.89 acre	6.40 acre	21	134
R-H	1.76 acre	1.32 acre	60	<u>80</u>
				395 Total

<sup>1</sup>Includes area in street right-of-way.

<sup>2</sup>Excludes area in street right-of-way.

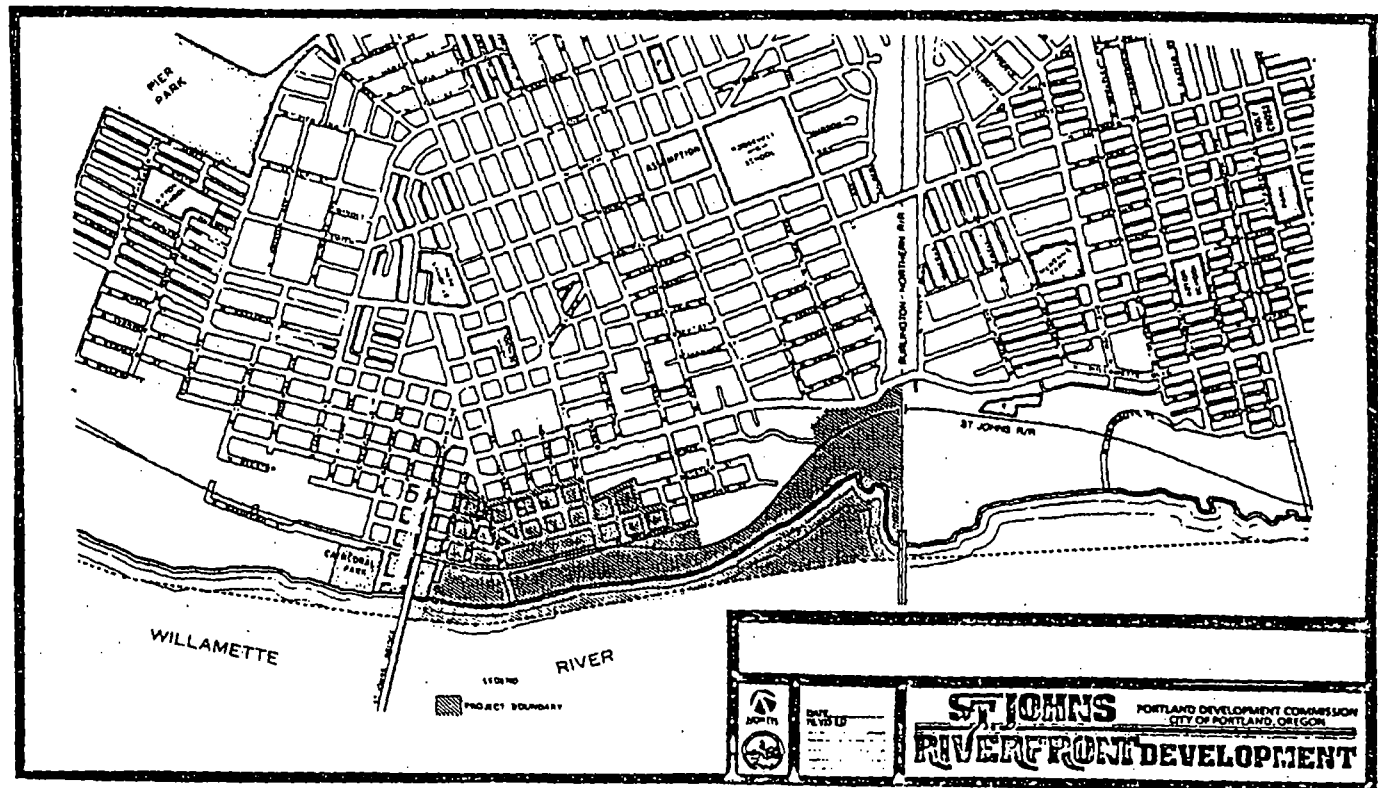
<sup>3</sup>Net area times (x) DU/Acre=Dwelling Units.



EXHIBITS

BOOK 1584 PAGE 1133

- EXHIBIT A VICINITY MAP
- EXHIBIT B EXISTING LAND USE
- EXHIBIT C BUILDING CONDITIONS
- EXHIBIT D SERVICES
- EXHIBIT E STREET MAP
- EXHIBIT F PRINCIPAL ACCESS ROUTES IN VICINITY OF PROJECT



Vicinity

Exhibit A

BOOK 1564 PAGE 1134

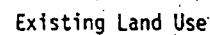
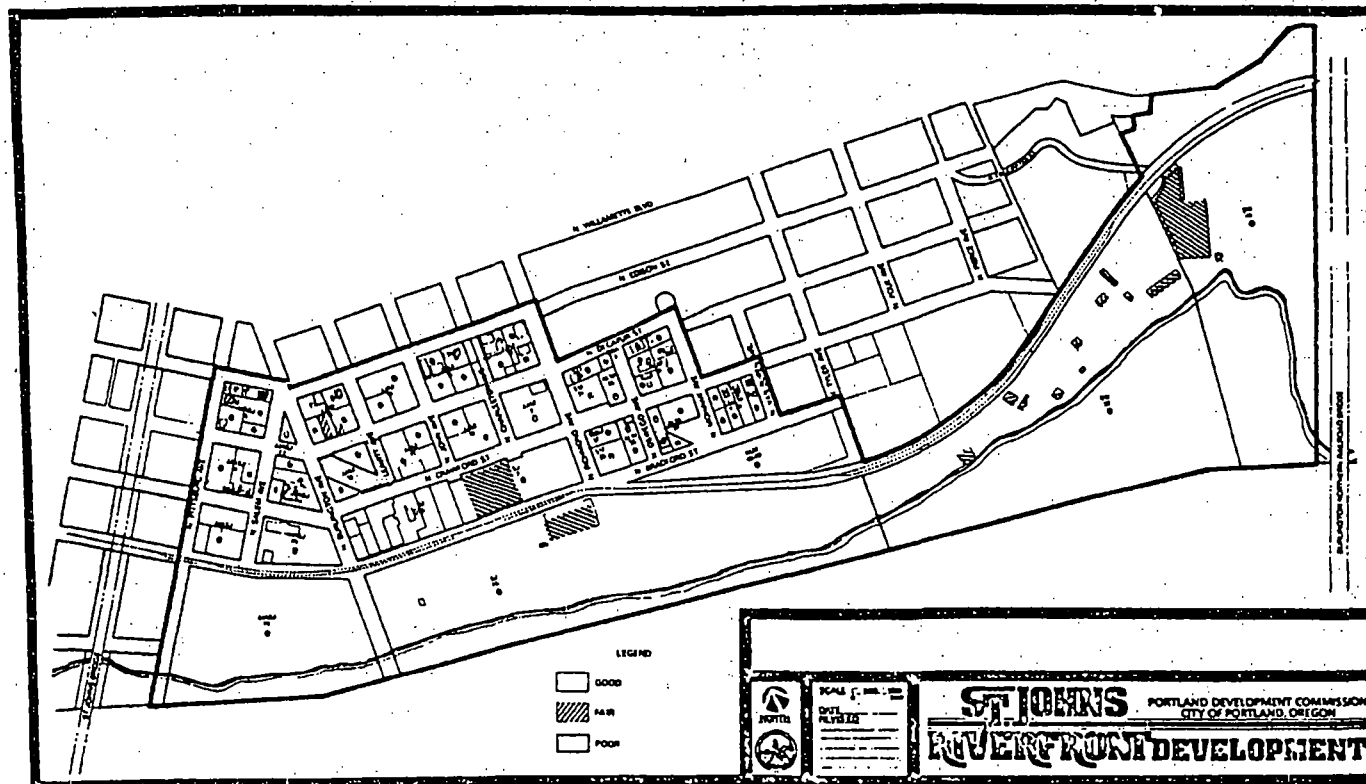


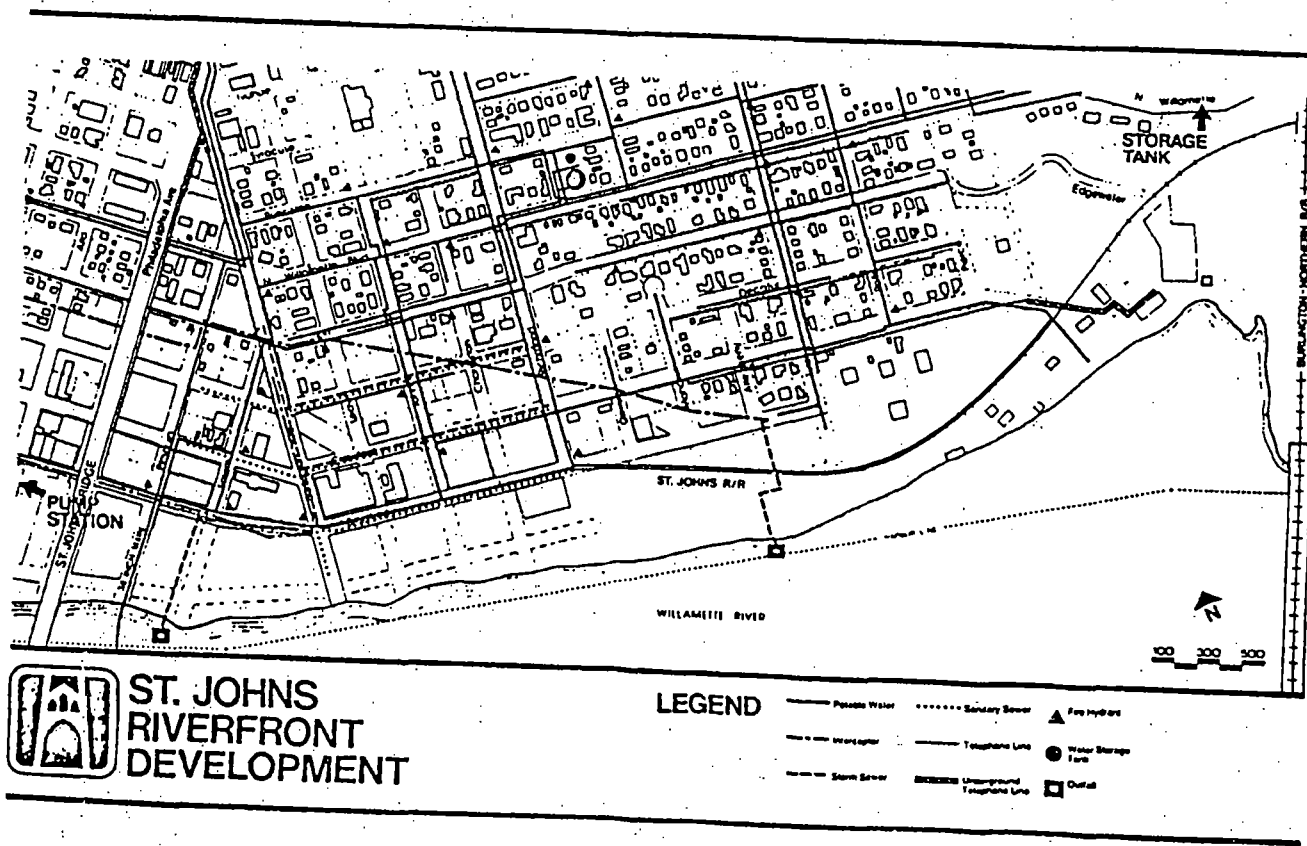
Exhibit B



Building Conditions

Exhibit C

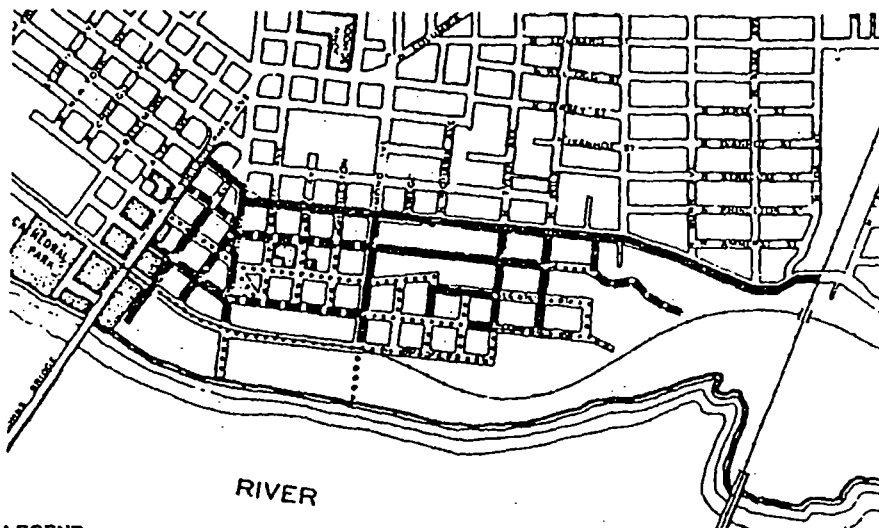
BOOK 1584 PAGE 1136



BOOK 1584 PAGE 1137

Services

Exhibit D



## LEGEND

— IMPROVED

..... UNIMPROVED  
FIGURE D-3- - - PARTIALLY  
IMPROVED

## STREETS

NORTH-SOUTH

EDISON

DECATUR

CRAWFORD

BRADFORD

EAST-WEST

PITTSBURG

SALEM

BURLINGTON

LEAVITT

JOHN

SURFACE	CONDITION					WIDTH (FT.)				SIDE WALKS	
	pay.	drv.	good	fair	poor	pay.	l.s.w.	yes	no	yes	no
						14	36	80			
						14	36	50	80		
						24	36	80			
						0	80				
						36	80				
						24	80				
						36	80				
						0	80				
						0	80				

## LEGEND

□ NOT APPLICABLE

■ MAJOR PORTION

▨ MINOR PORTION

## STREETS

EAST-WEST

CHARLESTON

RICHMOND

OSWEGO

MOHAWK

VAN BUREN

TYLER

POLK

PIERCE

EDGEWATER

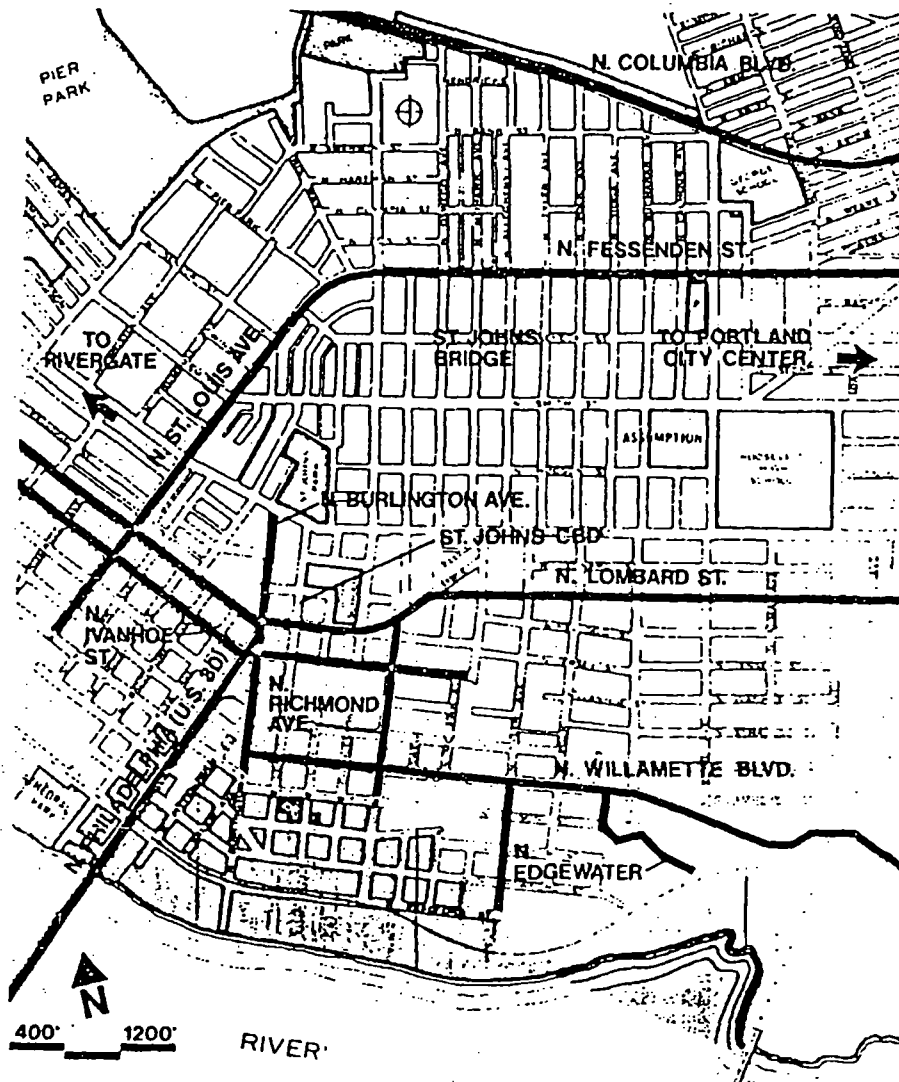
SURFACE	CONDITION					WIDTH (FT.)				SIDE WALKS	
	pay.	drv.	good	fair	poor	pay.	l.s.w.	yes	no	yes	no
						0	60				
						48	72				
						0	60				
						36	80				
						10	60				
						10	36	80			
						36	80				
						0	60				
						14-22	80				

SOURCE: CITY OF PORTLAND, BUREAU OF PLANNING, 1/18/79

L.S.W. RIGHT OF WAY    pay. PAYMENT

Street

Exhibit E



Major Streets in Vicinity of Site

Exhibit F

15369

BOOK 1584 PAGE 1140

0111-15369-1  
Second Amendment to the  
St. Johns Riverfront Development  
Urban Renewal plan

STATE OF OREGON }  
Multnomah County }

ss.

I, \_\_\_\_\_, Director, Department of Administration Services and Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of \_\_\_\_\_ of said County at \_\_\_\_\_

1982 MAR 16 PM 4:08

RECORDING SECTION  
MULTNOMAH CO. OREGON

In Book

1584

On Page

1080

witness my hand and seal of office affixed.

Director  
Department of Administration  
Services

Rec-17

*J. Thonnet*

Deputy

RETURN TO:

Portland Development Commission  
1500 S.W. FIRST AVENUE  
Portland 97201

ATTN: D. LYON.

P.H.



14 cont'd

Portland Development Commission  
Portland, Oregon

RESOLUTION NO. 4140

RESOLUTION ADOPTING A MINOR AMENDMENT TO THE ST. JOHNS  
RIVERFRONT URBAN RENEWAL PLAN - THIRD AMENDMENT

WHEREAS, the St. Johns Riverfront Urban Renewal Plan ("Plan") was approved and adopted by City Council Ordinance No. 149929 on July 2, 1980 and has been subsequently amended; and

WHEREAS, as a result of legislation adopted by the 1991 Oregon Legislative Assembly (HB 2330C), prior to the issuance of tax increment bonds under the Plan, the Plan must contain either a statement of the maximum amount of bonded indebtedness to be issued or a date beyond which bonded indebtedness will not be issued; and

WHEREAS, the Plan states that the Plan remains in full force and effect for a period of not more than thirty years, but does not specifically state that this duration period pertains to the issuance of bonded indebtedness; and

WHEREAS, the Portland Development Commission ("Commission") finds it desirable to clarify that the end of this duration period is the date beyond which bonded indebtedness will not be issued under the Plan; and

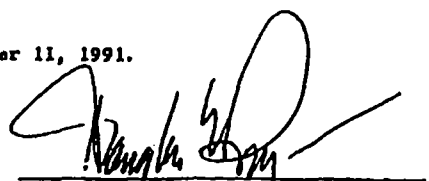
WHEREAS, the Plan provides that minor changes may be approved by resolution of the Commission; and

WHEREAS, the Commission finds that changes to the Plan to clarify limits on issuance of bonded indebtedness are minor and do not constitute substantial changes; now, therefore, be it

RESOLVED that the Commission hereby adopts the changes shown in the attached Exhibit "A" as the Third Amendment to the St. Johns Riverfront Urban Renewal Plan; and be it

FURTHER RESOLVED that this Resolution shall become effective immediately upon its adoption.

Adopted by the Commission on September 11, 1991.

  
Douglas McGregor, Chairman

  
Carl B. Tolton, Secretary

10-3-91

EXHIBIT "A"

THIRD AMENDMENT  
TO THE ST. JOHNS RIVERFRONT URBAN RENEWAL PLAN

The St. Johns Riverfront Urban Renewal Plan was approved and adopted by City Council Ordinance No. 149929 on July 2, 1980 and has been subsequently amended. The Third Amendment to this Plan clarifies provisions of the Plan as they relate to the date beyond which bonded indebtedness may not be issued pursuant to the Plan.

Section 700 of the Plan is amended by adding thereto:

"D. Limits on Issuance of Bonded Indebtedness.

No bonded indebtedness, as defined by applicable state law, for which taxes divided under ORS 437.440 are to be pledged, shall be issued under the Plan (and under any and all projects undertaken with respect to the Plan) after July 1, 2010."

10-3-91

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies, as follows:

1. That s/he is the duly qualified and acting Secretary of the Portland Development Commission, herein called the "Local Public Agency," and Keeper of its records, including the minutes of proceedings of the Commission, herein called the "Governing Body".

2. That the attached resolution is a true and correct copy of the resolution as finally adopted at a meeting of the Governing Body held on SEP 11 1991 and duly recorded in the Commission office;

3. That said meeting was duly convened and held in all respects in accordance with law and to the extent required by law due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Governing Body voted in the proper manner and for the adoption of said resolution; and all other requirements and proceedings under law incident to the proper adoption or passage of said resolution, have been duly fulfilled, carried out, and otherwise observed;

4. That if an impression of the seal has been affixed below, it constitutes the official seal of the applicant and this certificate is hereby executed under such official seal. If no seal has been affixed below, the Applicant does not have and is not legally required to have an official seal;

5. That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has hereunto set his/her hand

SEP 11 1991

  
Secretary

10-3-91

STATE OF OREGON  
Multnomah County

I, a Deputy for the Recorder of Conveyances, in and for  
said County, do hereby certify that the within instrument of  
writing has been received for record and recorded in the Record  
of said County.

91 OCT -3 PM 4:07

RECORDING SECTION  
MULTNOMAH CO. OREGON

In Book On Page

BOOK 2462 PAGE 2799

Witness my hand and seal of office at said

Recorder of Conveyances

*M Butts*

Deputy

095511

AFTER RECORDING PLEASE RETURN TO:  
PORTLAND DEVELOPMENT COMMISSION  
1120 S.W. 8th  
Portland, Oregon 97204-1968

Attn:

*Road Estate*

*"D.H."*

10-3-91

BOOK OF RECORDS 101 1974

ELECTRIC POWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT SKOOKUM COMPANY, INC.

(hereinafter called "the Grantors," whether one or more than one) for and in consideration of the payment of the sum of one and no/100ths Dollars (\$ 1.00), the receipt of which is hereby acknowledged, hereby grant, sell and convey to Portland General Electric Company, an Oregon corporation,

(hereinafter called "the Grantee," whether one or more than one), its successors and assigns, a perpetual easement and right of way over, under and across the following described parcel of land situated in Multnomah County, Oregon, being a strip of land ten (10) feet in width, extending five (5) feet on each side of a center line more particularly described as follows:

Beginning at a point in Section 12, Township 1 North, Range 1 West, Willamette Meridian, said point being South 65° 30' East 264.5 feet from the intersection of the East line of NORTH BURLINGTON AVENUE and the South line of NORTH CRANFORD STREET; Running thence South 12° 46' West 192 feet.

TO HAVE AND TO HOLD the above described easement and right of way unto the Grantee, its successors and assigns, together with the present right to top, limb or fell trees located on land owned by the Grantors, adjacent to the above described right of way, which danger trees will be determined by the Grantee.

Said easement and right of way shall be for the following purposes, namely: the perpetual right to enter upon and to erect, maintain, repair, rebuild, operate and patrol electric power lines, and appurtenant signal or communication lines, including the right to erect such poles, wires, cables, guys, supports and appurtenances as are necessary thereto, together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures and fire hazards, including the right to restrict the growth of trees and brush on said right of way by the use of chemical sprays.

Grantors shall have the right to use the lands subject to the above described easement for all purposes not inconsistent with the uses and purposes herein set forth, except Grantors shall not build or erect any structure upon the right of way without the prior written consent of the Grantee.

If the Grantee, its successors and assigns, shall fail to use said right of way for the purposes above mentioned for a continuous period of five years after construction of said power lines, then and in that event this right of way and easement shall terminate and all rights and privileges granted hereunder shall revert to the Grantors, their heirs and assigns.

The Grantors hereby warrant that they are possessed of a marketable title to the property covered by this easement, and have the right to grant the same.

The Grantors, for themselves and their heirs and assigns, covenant to and with the Grantee, its successors and assigns, that the Grantee, its successors and assigns, shall peaceably enjoy the rights and privileges herein granted.

IN WITNESS WHEREOF, the Grantors have caused this easement to be executed this 14 day of

June, 1974

SKOOKUM COMPANY, INC.

By: [Signature] (SEAL)

[Signature] (SEAL)

\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)

STATE OF OREGON

County of Multnomah ss.

On this 14 day of June, 1974, before me, the undersigned, a Notary Public in and

for said County and State, personally appeared T. P. Warring

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this, the day and year in this instrument first written.

Carl J. Barry  
Notary Public for Oregon

November 19, 1974

My commission expires

BOOK OF RECORDS 10 1 1974

STATE OF OREGON  
Multnomah County

45297  
DEC 07

I, JOHN D. RICE, Director, Department of Administration Services and Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of of said County at

OCT 1 2 33 PM '74  
RECORDING SECTION  
ADMIN. SERVICES  
MULTNOMAH CO., OREGON

1909 MAY 1022

1009 1024

JOHN D. RICE, Director  
Department of Administration  
Services

Witness my hand and seal of office affixed.

Rec-1024 Deputy.

16

BOOK OF RECORDS 313

# DISTRIBUTION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That BRAND-S-CORPORATION, an Oregon  
corporation

(hereinafter called "the Grantors," whether one or more than one), for and in consideration of the payment of the sum of  
one and no/100ths Dollars (\$ 1.00), the receipt of which is hereby

acknowledged, hereby grant, sell and convey to Portland General Electric Company, an Oregon corporation,

(hereinafter called "the Grantee," whether one or more than one), its successors and assigns, a perpetual easement and right  
of way over, under and across the following described parcel of land situated in Multnomah County,

Oregon, being a strip of land sixteen (16) feet in width, extending eight (8) feet on each side of a center line  
more particularly described as follows:

Beginning at a point on the Easterly line of Lot 1, Block 1, ST. JOHNS,  
in Section 12, Township 1 North, Range 1 West, Willamette Meridian, said  
point being South 25° 30' West 232.2 feet from the most Southerly corner  
of Lot 1, Block 9, ST. JOHNS; RUNNING THENCE North 51° 34' West 79.3 feet;  
THENCE North 64° 30' West 31 feet.

TO HAVE AND TO HOLD the above described easement and right of way unto the Grantee, its successors and  
assigns, together with the present right to top, limb or fell all trees located on land owned by the Grantors, adjacent to the  
above described right of way, which danger trees will be determined by the Grantee.

Said easement and right of way shall be for the following purposes, namely: the perpetual right to enter upon and to  
erect, maintain, repair, rebuild, operate and patrol electric power lines, including the right to erect such poles, wires, cables, guys,  
supports and appurtenances as are necessary thereto, together with the present and future right to clear said right of way and  
keep the same clear of brush, timber, structures and fire hazards, including the right to restrict the growth of trees and brush on  
said right of way by the use of chemical sprays.

Grantors shall have the right to use the lands subject to the above described easement for all purposes not inconsistent  
with the uses and purposes herein set forth, except Grantors shall not build or erect any structure upon the right of way without  
the prior written consent of the Grantee.

If the Grantee, its successors and assigns, shall fail to use said right of way for the purposes above mentioned for a  
continuous period of five years after construction of said power lines, then and in that event this right of way and easement  
shall terminate and all rights and privileges granted hereunder shall revert to the Grantors, their heirs and assigns.

The Grantors hereby warrant that they are possessed of a marketable title to the property covered by this easement,  
and have the right to grant the same.

The Grantors, for themselves and their heirs and assigns, covenant to and with the Grantee, its successors and assigns,  
that the Grantee, its successors and assigns, shall peacefully enjoy the rights and privileges herein granted.

IN WITNESS WHEREOF, the Grantors have caused this easement to be executed this 7th day of  
February, 1975



BRAND-S-CORPORATION

By: John S. Brandis, Jr. (SEAL)  
President

By: Sidney B. Lewis, Jr. (SEAL)  
Secretary

(SEAL)

(SEAL)

STATE OF OREGON

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this, the day and year in this instrument first written.

My commission expires: \_\_\_\_\_

Notary Public for Oregon

STATE OF OREGON

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this, the day and year in this instrument first written.

My commission expires: \_\_\_\_\_

Notary Public for Oregon

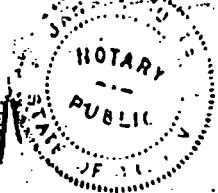
FORM NO. 34—ACKNOWLEDGMENT—CORPORATION.

STEVENS-HUTTS LAW FIRM, P.C., PORTLAND, ORE.

STATE OF OREGON,

County of Benton, ss. On this 7 day of February, 1975, before me appeared John S. Brandis, Jr. and Sidney B. Lewis, Jr. both to me personally known, who being duly sworn, did say that he, the said John S. Brandis, Jr. is the President, and he, the said Sidney B. Lewis, Jr. is the Secretary of BRAND-S CORPORATION the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and John S. Brandis, Jr. and Sidney B. Lewis, Jr. acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



*[Signature]*  
Notary Public for Oregon.  
My Commission expires November 30, 1975



STATE OF OREGON  
Multnomah County

IL 09876

I, JOHN O. RICE, Director, Department of Administration Services and Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was 1950 and recorded in the record of of said County at

1031 PAGE 1119

MAR 13 2 28 PM '71  
CLERK OF COUNTY  
RECORDS  
MULTNOMAH COUNTY, OREGON

1031 1117

witness my hand and seal of office this 11th day of March, 1971.  
JOHN O. RICE, Director  
Department of Administration  
Clerk of County  
Rec-17

BOOK OF RECORDS OF CLATSOP COUNTY, OREGON

Ord. 99-175-170

OFFICE OF

BOOK 1583 PAGE 1039

AUDITOR OF THE CITY OF PORTLAND

PORTLAND, OREGON 97204

ROOM 308  
CITY HALL

COPY CERTIFICATE

STATE OF OREGON,  
County of Multnomah,  
CITY OF PORTLAND,

ss

GEORGE YERKOVICH Auditor of the City of Portland, do hereby certify that I have compared the following copy of Ordinance No. 152942, passed by Council March 4, 1982, being, "An Ordinance changing the zoning, amending the Comprehensive Plan Map, changing the Willamette Greenway boundary, establishing Willamette Greenway zoning and establishing the location of the Greenway Trail for property located within the St. Johns Riverfront Urban Renewal Area, and declaring an emergency",

with the original thereof, and that the same is a full, true and correct copy of such original

Ordinance No. 152942,

and of the whole thereof as the same appears on file and of record in my office, and in my care and custody.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City of Portland affixed this 5th 9th day of March, 1982.

*George Yerkovich*

Auditor of the City of Portland

By

*Edna Cerro*

Deputy

1982 JUL 15 10 15 AM '82

An Ordinance changing the zoning, amending the Comprehensive Plan Map, changing the Willamette Greenway boundary, establishing Willamette Greenway zoning and establishing the location of the Greenway Trail for property located within the St. Johns Riverfront Urban Renewal Area, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds that:

1. In July 1978, the City of Portland was awarded a Federal Urban Development Action Grant (UDAG) to redevelop the St. Johns Riverfront Urban Renewal Area.
2. As a result of the UDAG grant award, extensive planning for the project was conducted by the Portland Development Commission and reviewed by the Portland City Planning Commission. Project planning culminated in the St. Johns Riverfront Urban Renewal Plan and the St. Johns Riverfront Environmental Impact Statement. Based on project planning, the Portland Development Commission applied for land use approvals by the City of Portland.
3. On August 5, 1980, the Planning Commission initiated a quasi-judicial zone change, conditional use and subdivision request for the project area. A decision of approval was rendered by the Hearings Officer on November 4, 1980 and was upheld on appeal by the City Council on December 24, 1980. Approved zone changes in the project area were implemented by revisions to the Comprehensive Plan.
4. Based on the above approvals and the UDAG grant award, the Portland Development Commission secured private loans to purchase forty-two acres of the project area.
5. On July 31, 1981, the U.S. Department of Housing and Urban Development announced cancellation of the UDAG grant for the St. Johns Riverfront Development Project.
6. After evaluating the impact of the cancellation of the UDAG grant on implementation of the St. Johns Riverfront Development Project, the Portland Development Commission found that the project as specified in the St. Johns Riverfront Urban Renewal Plan could not be implemented in the foreseeable future.
7. After examining options for development of the project area in the absence of the UDAG grant, the Portland Development Commission submitted an application for Comprehensive Plan amendments, zone changes and Urban Renewal Plan amendments to the Planning Commission on October 20, 1981 as set forth on pages 1, 2 and 53 through 139 of the Planning Commission Report and Recommendations to the Portland City Council on P.C. File No. 7167 PA.

BOOK OF RECORDS OF THE CITY OF PORTLAND 1982

8. On November 17 and December 1, 1981, the Planning Commission held public hearings on the application. On December 1, 1981, the Planning Commission approved eleven recommendations related to the Comprehensive Plan, zoning, Greenway boundary, Greenway zoning, Greenway Trail location, Trail easement, Trail development, employee transportation, truck transportation, Urban Renewal Plan and citizen review as set forth on pages 18 through 22 of the Planning Commission Report and Recommendation to the Portland City Council on P.C. File No. 7167 PA.
  9. Based on the facts as set forth on pages 7 through 16 of the Planning Commission Report and Recommendation to the Portland City Council on P.C. File No. 7167 PA, the Planning Commission found that the recommended Comprehensive Plan Map and zone changes satisfied the requirements of Sections 33.102.010 and 33.102.015 of Title 33, Planning and Zoning, of the Municipal Code of the City of Portland, Oregon.
  10. It is appropriate and in the public interest that these recommendations be adopted to allow timely development of property within the Project area acquired by the Portland Development Commission and establishment of an Amended Urban Renewal Plan for the entire project area.
- NOW, THEREFORE, the Council directs:
- a. That the facts, conclusions and recommendations of the Planning Commission as set forth in the Planning Commission Report to the Portland City Council on P.C. File No. 7167 PA are hereby adopted by the Council.
  - b. That the zoning of property within the St. Johns Riverfront Urban Renewal Area be changed as set forth in Exhibits A and B and that the Comprehensive Plan Map is hereby amended to conform thereto.
  - c. That the Willamette River Greenway Boundary shall be modified to follow the crest of the hill up from N. Tyler Avenue to N. Willamette Blvd., and continue south on the west side of N. Willamette Blvd. to the Burlington Northern Railroad Bridge.
  - d. That Willamette Greenway zoning be established for property within the St. Johns Riverfront Urban Renewal area as set forth in Exhibit D.
  - e. That the Willamette Greenway Trail be located as set forth in Exhibit B, that new development within the project area grant a Trail easement 30 feet wide along the Trail route and that new developers of property within the project area also be required to develop the Trail to Greenway standards.
  - f. This order shall not be effective and no change shall be made to the zoning maps until acceptance and recording as provided in Section 33.102.010.

ORDINANCE No.

BOOK 1583 PAGE 1042

Section 2. The Council declares that an emergency exists because there should be no delay in the beneficial use of the above-described property; therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, MAR 4 1982

Commissioner Mildred Schwab  
January 5, 1982  
Michael Harrison:sa

Attest:

*George Yerkovich*  
Auditor of the City of Portland

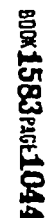
BOOK 1583 PAGE 1043

REQUESTED COMPREHENSIVE PLAN  
AND ZONING CHANGES  
(with Legal Description)

EXHIBIT A

BOOK 1583 PAGE 1043

- Comprehensive Plan Change Medium Density Multi-Family to Modified General Manufacturing  
Zone Change R1 to R2\*  
James Johns Addition to St. Johns  
Blocks: 15 - Lots: 1, 2, 3, 4  
14 - Lots: 1, 2, 3, 4  
1 - Lots: 1, 2, 3, 4  
Fractional Blocks 3, 4, 5  
all lots
- Comprehensive Plan Change General Commercial to Modified General Manufacturing  
Zone Change C2 to R2\* USD  
James Johns Addition to St. Johns  
Fractional Block 7 - River Lot 8  
to Harbor Line
- No Comprehensive Plan Change  
Zone Change R1 to Rn  
James Johns Second Addition to St. Johns  
Blocks: 13 - Lots 5, 6, 7, 8
- Comprehensive Plan Change High Density Multi-Family to Modified General Manufacturing  
Zone Change Rn to R2\*  
James Johns Second Addition to St. Johns  
Blocks: 13 - Lots: 1, 2
- Comprehensive Plan Change Medium Density Multi-Family to Modified General Manufacturing  
Zone Change R2 to R2\*  
St. Johns  
Blocks: 5, 6, 7, 8 - all lots  
James Johns Second Addition  
Blocks: 9, 10, 11, 12 - all lots  
15 - Lots 1, 2  
16 - Lots 1, 2, 3, 4  
Section 12, 1 North, 1 West  
Tax Lots 32, 33
- Comprehensive Plan Change Low Density Multi-Family to Medium Density Multi-Family  
Zone Change R3 to R1  
A.L. Miner's Addition  
Block 35 - Lots 2 through 8  
Daybreak Addition 3  
Block 3 - Lot 1  
Section 12 - 1 North, 1 West - Tax Lots 30, 31
- No Comprehensive Plan Change  
Zone Change R3 to R2  
Daybreak Addition  
Block 2 - Lots 3 and 4  
A.L. Miner's Addition  
Block 34 - Lots 1 through 14
- Comprehensive Plan Change High Density Single Family to Low Density Multi-Family  
Zone Change R5 to R2  
A.L. Miner's Addition  
Block 36 - Lots 1 through 8 and 13 through 16  
37 - Lots 1 through 8
- A.L. Miner's Addition  
Block: 36 - Lots 1, 2, 3, 4  
37 - Lots 7, 8, 9, 10  
Fractional Lots 11, 12, 13, 14  
46 - 49 - Tax Lot 1
- Comprehensive Plan Change Medium Density Multi-Family to Modified General Manufacturing (Waterfront Scenic Development - Greenway)  
Zone Change R2 and R205 to R2\* USD  
St. Johns  
Blocks: 1 - Tax Lot 4 of Lots 1 through 8  
1 82 - Tax Lot 3  
2, 3, 4 - Tax Lot 5  
All River lots to Harbor Line  
James Johns Addition to St. Johns  
Block: Fractional Blocks 6 and A to Harbor Line  
Section 12, 1 North, 1 West  
Tax Lot 41 to Harbor Line  
Tax Lot 99 to Harbor Line  
Tax Lot 39
- Comprehensive Plan Change Medium Density Multi-Family to Modified General Manufacturing (Waterfront Scenic Development - Greenway)  
Zone Change R1 to R2\* USD  
Tax Lot 39
- Comprehensive Plan Change General Commercial to Modified General Manufacturing (Waterfront Scenic Development - Greenway)  
Zone Change C2 to R2\* USD  
Section 12 - 1 North, 1 West  
Tax Lots 39, 40, 45
- Comprehensive Plan Change Low Density Multi-Family to Medium Density Multi-Family  
Zone Change R2 to R1  
James Johns Second Addition  
Block 14 - Lots 1 through 8  
35 - Lots 3 through 8  
16 - Lots 5 through 8



*Certified copy of ORD 15-2942  
to be recorded*  
**14253**

BOOK 1583 PAGE 1045

STATE OF OREGON }  
Multnomah County }

I, \_\_\_\_\_, Director, Department of Administration Services and Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of \_\_\_\_\_ of said County at

**1302 MAR 10 PM 4:08**

**RECORDING SECTION  
MULTNOMAH CO. OREGON**

In Book 1583 On Page 1139  
witness my hand and seal of office at \_\_\_\_\_

Director  
Department of Administration  
Services

M. Burns  
Deputy

(D.H.)

*Return to City Auditor 12/20/02*

BOOK OF RECORDS TO COUNTY OF MULTNOMAH



ST. JOHNS RIVERFRONT DEVELOPMENT  
PORTLAND, OREGON

LAND DISPOSITION AGREEMENT  
FOR THE SALE OF LAND IN THE  
ST. JOHNS RIVERFRONT URBAN RENEWAL AREA

This Land Disposition Agreement (herein called the "Agreement") is entered into as of the 29th day of January, 1987, between the City of Portland, a municipal corporation of the State of Oregon, acting by and through the Portland Development Commission as the duly designated Urban Renewal Agency of the City of Portland (herein called the "Agency"), and Manufacturing Management, Inc., an Oregon corporation, or its assigns ("Developer").

Recitals:

WHEREAS, Developer wishes to purchase that real property owned by the Agency described in Exhibit 1 attached hereto and made a part hereof (herein called the "Land"); and

WHEREAS, Developer wishes to use the Land in accordance with the uses specified in the Urban Renewal Plan and this Agreement; and

WHEREAS, the Agency on the basis of the foregoing, and the undertakings of Developer pursuant to this Agreement, is willing to sell the Land to Developer; and

WHEREAS, Developer has deposited with the Agency, in connection with Developer's offer to purchase, the sum of FORTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$48,000.00) (herein called the "Good Faith Deposit"), which Good Faith Deposit is to be applied to the purchase price of the land; and

WHEREAS, the Land is within the boundaries of the St. Johns Riverfront Urban Renewal Area and is subject to the requirements of the Second Amendment to the St. Johns Riverfront Urban Renewal Plan, recorded in Book 1584 at Page 1081 of the Deed Records of Multnomah County, Oregon (herein called the "Plan"); and

WHEREAS, the Agency has found it necessary to dispose of the Land for the purpose of implementing the Plan; and

WHEREAS, the Agency has found that Developer's intended use will be in compliance with the Plan if implemented, regardless of whether Developer completes the Improvements, as that term is defined herein; and

WHEREAS, the Agency and Developer have simultaneously entered into an Earnest Money Agreement (the "Earnest Money Agreement")

affecting the Land to which a copy of this Land Disposition Agreement is attached as Exhibit B; and

WHEREAS, the Agency and Developer have agreed to enter into this Agreement subject to the terms of the Earnest Money Agreement; as amended and attached hereto as Exhibit 4 and made a part hereof.

NOW, THEREFORE, each of the parties hereto, for and in consideration of the premises and agreement of the other party hereto, covenants and agrees:

1. Parties.

(a) Agency. The Agency covenants that it is a public body, corporate and politic exercising governmental functions and powers, organized and existing as the duly designated Urban Renewal Agency of the City of Portland under the charter for the City of Portland and Chapter 457 of the Oregon Revised Statutes and is empowered to execute this Agreement and the signatories hereto are authorized to sign on its behalf.

(b) Developer. Developer covenants that it is an Oregon corporation and is empowered to execute this Agreement and the signatories hereto are authorized to sign on its behalf.

2. Agreement to Buy and Sell.

(a) Sale. Subject to all of the terms, covenants and conditions of this Agreement and the Earnest Money Agreement, the Agency agrees to sell and Developer agrees to buy the Land upon payment of the purchase price of FOUR HUNDRED EIGHTY-SIX THOUSAND SEVEN HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$486,735.00).

(b) Time and Place. Subject to the terms of the Earnest Money Agreement, conveyance shall be made at the principal office of the Agency, 1120 S.W. Fifth Avenue, Portland, Oregon 97204, on or before January 4, 1988 and Developer hereby agrees to accept such conveyance and to pay the Agency, at such time and place, the full purchase price for the Land in the form of cash or certified funds.

(c) Deed. The Agency will convey title to the Land to Developer by Bargain and Sale Deed, which deed shall be substantially in the form attached hereto marked Exhibit 2 and by this reference made a part hereof.

(d) Title Insurance. The Agency will provide a policy of title insurance from the Title Company insuring title in ALTA form, with extended coverage, for the amount of the purchase price of the Land in Developer as of the date of the deed hereinabove specified, free and clear of encumbrances other than those created by or set forth in this Agreement. The cost of title insurance will be paid by the Agency. All recording costs will be paid by Developer. Developer shall be entitled to record a memorandum of this Agreement.

(e) Real Property Taxes. Real property taxes for the current year (if any) shall be prorated as of the date of closing.

3. Possession and Access. Developer shall be entitled to exclusive possession of the Land upon payment of the purchase price and conveyance of the Land as herein provided.

4. Soil Conditions. The Land is purchased from the Agency by Developer in its "AS IS" condition. It shall be the sole responsibility and expense of Developer to investigate and determine the soil conditions of the Land and the suitability of such soil conditions for the Improvements to be constructed by Developer. Except as specified in the Earnest Money Agreement, the Agency makes no warranties or representations as to the suitability of the soil conditions or any other conditions of the Land for any Improvements to be constructed by Developer and, except as specified in the Earnest Money Agreement, Developer warrants that it has not relied on any representations or warranties, if any, made by the Agency as to the suitability of the soil conditions or any of the conditions of the Land for any Improvements to be constructed by Developer. In the event this transaction shall close as contemplated in the Earnest Money Agreement, it is agreed by Developer that the Agency will not be liable for any loss, cost or damage which may be caused or incurred by Developer by reason of any such soil or physical conditions.

5. Developer's Agreement Regarding Improvements.

(a) Improvements. Developer intends to make certain modest improvements on the Land as indicated on the attached Exhibit 3 (the "Improvements"). The making of such Improvements, however, is not a requirement of this Agreement.

(b) Urban Renewal Plan. Developer agrees to construct the Improvements, if at all, in accordance with the provisions of the Plan and applicable city codes.

6. Certificate. Upon commencement of its intended use of the land as described in the Earnest Money Agreement, Developer shall be entitled to issuance of a certificate (the "Certificate") pursuant to Part 9 of this Agreement.

7. Remedies.

(a) Preconveyance Remedies. In the event Developer shall default with respect to its obligation to pay the purchase price, such default shall create in the Agency those remedies specified in the Earnest Money Agreement.

(b) Postconveyance Remedies. In the event subsequent to the conveyance of the Land and prior to the issuance of the Certificate, Developer (or successor in interest) shall default in or violate its obligations with respect to the use of the Land and any such default or violation shall not be cured, ended or remedied

within sixty (60) days after written demand by the Agency to do so, such action or inaction shall create in the Agency the right to recover its actual damages (Developer understanding and agreeing that the Agency's actual damages, as a governmental body, include, but are not limited to, damages to the citizens of the City of Portland resulting from lost or delayed economic development, including lost taxes, jobs and sales of goods and services.)

8. Assignment. Developer may assign its interest in the Land and delegate its duties under this Agreement as provided in the Earnest Money Agreement.

9. Certificate. Promptly after commencement by Developer of its intended use of the Land, the Agency will furnish Developer with an appropriate instrument certifying that Developer is in compliance with the Plan. The certificate by the Agency shall be a conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of Developer. The certificate shall be in such form as will enable it to be recorded. If the Agency shall refuse or fail to provide the certificate, the Agency shall, within 30 days after written request by Developer, provide Developer with a written statement indicating in adequate detail how Developer has failed to use the Land in conformity with the Plan and what measures or acts will be necessary, in the opinion of the Agency, for Developer to take to perform in order to obtain the certificate.

10. Miscellaneous.

(a) Law of Oregon. The rights and obligations of the parties under this Agreement shall be construed and determined pursuant to the laws of the State of Oregon.

(b) Counterparts. This Agreement is executed in three counterparts, each of which shall be deemed to be an original, and which counterparts shall constitute one and the same instrument.

(c) Time of Essence. This is of the essence of this Agreement. All obligations of the Agency and Developer to each other shall be due at the date specified by this Agreement.

(d) Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday or such a holiday, the period shall be extended to include the next day which is not a Saturday, Sunday or such a holiday.

(e) Construction. In construing this Agreement, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter.

(f) Legal Purpose. Developer agrees that it shall use the Land solely for legal purposes.

(g) Waivers. No waiver made by either party with respect to the performance, or manner or time thereof, of any obligation of the other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition of its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the party. No waiver by the Agency of any provision of this Agreement or any breach thereof, shall be of any force and effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

(h) Severability. If any clause, sentence or any other portion of the terms and conditions of this Agreement become illegal, null or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

(i) Notices. All notices, demands and requests required by this Agreement or modification shall be in writing and be sent:

To the Agency, at the following address:

Portland Development Commission  
1120 S. W. Fifth Avenue, #1102  
Portland, Oregon 97204-1968

To Developer, at the following address:

Manufacturing Management, Inc.  
Attn: Mr. Ralph Miller  
4927 N. W. Front Avenue  
Portland, Oregon 97210

with a copy to:

Kimball H. Ferris  
Hill, Huston, Ferris & Walker  
720 S. W. Washington, Suite 750  
Portland, Oregon 97205

by registered or certified United States mail, postage prepaid, unless a notification of change of address has been sent to the party giving the notice in the manner required by this paragraph prior to the time when such notice is given. All such notices shall be effective three (3) days after mailing, except that notices of change of address shall be effective upon receipt.

(j) Entire Agreement. This Agreement, the Earnest Money Agreement and the attachments hereto are the entire Agreement between the parties. There is no other oral or written Agreement between the parties with regard to this subject matter.

(k) Modifications. Any modifications to this Agreement shall be made in writing.

(l) Attorney's Fees. If Developer or the Agency shall be required to retain an attorney to enforce any portion of this Agreement or to obtain any declaration of rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees from the other as determined by a court of competent jurisdiction, such reasonable attorney's fees to include attorney's fees upon appeal if necessary.

(m) Successors and Assigns. Subject to the terms of this Agreement, the benefits conferred by this Agreement and the obligations assumed thereunder shall inure to the benefit of and bind the successors and assigns of the parties hereto, and the obligations of Developer and the remedies for the breach thereof shall further be covenants and conditions running with the Land.

(n) Anti-Discrimination. Developer covenants and agrees that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Land, and that it will not restrict, or affect or execute any agreement, lease, conveyance or any other instrument which has the effect of restricting, the sale, lease, use or occupancy of any of the Land or any part thereof upon the basis of race, color, religion, sex, marital status, or national origin or ancestry.

(o) Headings. Headings and paragraph titles used in this Agreement are not a part of the Agreement and are for the purposes of identification and description only and shall not be considered nor referred to in any resolving questions of interpretation and construction.

(p) Conflicts of Interest. No official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she, directly or indirectly, is interested. No official or employee of the Agency shall be personally liable to Developer or any successor in interest in the event of any default or breach by the Agency or for any amount which may become due to Developer or successor or on any obligations under the terms of this Agreement.

(q) Non-Merger. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Land from the Agency to Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions of covenants to this Agreement, but shall be deemed made pursuant to this Agreement.

(r) Consents. Whenever consent or approval by the Agency is required under the terms of this Agreement, all such consents or approvals shall be received in writing from the Executive Director of the Agency.

(s) Place of Enforcement. Any action or suit to enforce or construe any provision of this Agreement by any party shall be brought in the Circuit Court of the State of Oregon for Multnomah County or the United States District Court for the District of Oregon.

(t) No Partnership. Neither anything in this Agreement contained, nor any acts of the parties hereto, shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement.

(u) Non-Waiver of Government Rights. By making this Agreement and delivery of the deed, the Agency is specifically not obligating itself, the City of Portland or any other agency with respect to any discretionary action relating to development or operation of the Improvements to be constructed on the Land, including, but not limited to, rezonings, variances, environmental clearances or any other governmental agency approvals which are or may be required.

(v) Conflict. In the event of conflict between the terms of this Agreement and the Earnest Money Agreement, the terms of the Earnest Money Agreement shall prevail.

DATED this 29th day of <sup>January</sup>~~December~~, 1987.<sup>8</sup>

MANUFACTURING MANAGEMENT, INC.,  
an Oregon corporation,

By: Ralph Miller  
Ralph Miller, President

CITY OF PORTLAND, by and through  
the Portland Development  
Commission as the duly designated  
Urban Renewal Agency of the City  
of Portland

By: Patrick J. Sullivan  
Chairman Executive Director

By: \_\_\_\_\_  
~~Secretary~~

APPROVED AS TO FORM:

BOOK 2076 PAGE 1712

Janette M. Spurr  
Legal Counsel,  
Portland Development Commission

STATE OF OREGON           )  
                                  ) ss.  
County of Multnomah    )

DECEMBER 2, 1987

Personally appeared before me the above-named Ralph Miller who, being duly sworn, stated that he is the President of Manufacturing Management, Inc. and acknowledged the foregoing instrument to be its voluntary act and deed.

NOTARY  
PUBLIC

Wm. Whisenand  
Notary Public for Oregon  
My Commission expires: 2-24-90

STATE OF OREGON           )  
                                  ) ss.  
County of Multnomah    )

December 2, 1987

Personally appeared before me the above-named Patsiah L. LaGrassa Exec. Director who, being duly sworn, stated that they are the Chairman and Secretary, respectively, of the Portland Development Commission, and acknowledged the foregoing instrument to be its voluntary act and deed.

Charles L. Sussbeck  
Notary Public for Oregon  
My Commission expires: 7/20/89



The two following described parcels of land in Section 12, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon:

PARCEL I:

Beginning at the intersection of the Southerly line of N. Crawford Street and the Westerly line of N. Richmond Avenue; thence Southerly along the Westerly line of N. Richmond Avenue to the Northerly line of N. Bradford Street; thence Westerly along the Northerly line of N. Bradford Street to the center line of vacated N. John Avenue; thence Northerly along the center line of vacated N. John Avenue to the Southerly line of N. Crawford Street; thence Easterly along the Southerly line of N. Crawford Street to the point of beginning.

PARCEL II:

Beginning at the intersection of the Northerly harbor line of the Willamette River and the Easterly line of N. Burlington Avenue; thence Northerly along the Easterly line of N. Burlington Avenue to the Southerly line of N. Bradford Street; thence Easterly along the Southerly line of N. Bradford Street to the Southerly extension of the Westerly line of N. Richmond Avenue; thence Southerly along the Southerly extension of the Westerly line of N. Richmond Avenue to the Northerly harbor line of the Willamette River; thence Westerly along the Northerly harbor line of the Willamette River to the point of beginning.

EXCEPTING THEREFROM that portion of Block 1, TOWN OF ST. JOHNS, conveyed to the Oregon Railroad and Navigation Company, by deed, recorded February 19, 1902, in Deed Book 287, at page 206, described as follows:

Beginning at the Northwest corner of Lot 5, in said Block 1; thence Easterly along the Northerly line of said Block to the Northeast corner of said Block, being the Northeast corner of Lot 8, in said Block; thence Southerly along the Easterly line of said Lot, a distance of 30 feet to a point; thence Westerly on a straight line to the place of beginning.

TOGETHER WITH:

The following parcel being a portion of Block 1 and Block 4, River Lots, vacated Leavitt Avenue and N. Albany Street, TOWN OF ST. JOHNS, in the City of Portland, and being a portion of Section 12, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, being more particularly described as follows:

-2-

Beginning at a 5/8" iron rod located at the Northwest corner of Block 4, River Lots, TOWN OF ST. JOHNS; thence along the Westerly line of said Block 4, also being the Easterly right-of-way line of N. Burlington Avenue, South  $26^{\circ} 07' 19''$  West a distance of 154.70 feet to the true point of beginning of the following described parcel; thence leaving the Easterly right-of-way line of N. Burlington Avenue, South  $63^{\circ} 27' 11''$  East a distance of 370.64 feet; thence parallel with the said Easterly right-of-way line, South  $26^{\circ} 07' 19''$  West a distance of 116.6 feet, more or less, to the top of existing bank; thence Westerly along the top of existing bank to a point on the Easterly right-of-way of N. Burlington Avenue and being located South  $26^{\circ} 07' 19''$  West a distance of 125.5 feet, more or less, from the true point of beginning; thence North  $26^{\circ} 07' 19''$  East a distance of 125.5 feet, more or less, to the true point of beginning. Containing 44,810 square feet, or 1.01 acres, more or less, and basis of bearing being the centerline of N. Burlington Avenue as per Multnomah County Survey Number 41512.

TOGETHER WITH the following described property located within the vacated portion of N. Richmond Avenue:

Beginning at a point on the Easterly line of Block 1, TOWN OF ST. JOHNS, 30 feet Southerly from the Northeasterly corner of said Block 1; thence Easterly along the Southerly right-of-way line of the Oregon-Washington Railroad, to a point which is 60 feet when measured at a right angle, from the Easterly line of said Block 1; thence Southerly and parallel to the Easterly line of said Block 1 100 feet; thence Westerly along a line perpendicular to the Easterly line of Block 1, 30 feet to the true point of beginning; thence continuing Westerly along a line perpendicular to the Easterly line of said Block 1, 30 feet to the Easterly line of said Block 1; thence Northerly along the Easterly line of said Block 1 to the Southerly right-of-way line of the above described railroad at a point 30 feet from the Northeasterly corner of said Block 1; thence Easterly along said Southerly right-of-way line to a point which is 30 feet, when measured at a right angle, from the Easterly line of said Block 1; thence in a Southerly direction along a line parallel to the Easterly line of said Block 1, to the true point of beginning; reserving, however, unto Grantor, its successors and assigns, an easement for the right of ingress and egress over and across said vacated portion of N. Richmond Avenue.

FURTHER TOGETHER WITH the following described property located within the vacated portion of N. Burlington Avenue:

Beginning at the Northwestern corner of Block 4, TOWN OF ST. JOHNS; thence 100 feet Southerly along the Westerly line of said Block 4; thence perpendicular to said line Westerly 30 feet; thence perpendicular to said last mentioned line Northerly to the intersection with the Southerly line of N. Bradford Street; thence Easterly along said last mentioned line to the point of beginning; reserving, however, unto Grantor, its successors and assigns, an easement for the right of ingress and egress over and across said vacated portion of N. Burlington Avenue.

FURTHER TOGETHER WITH A non-exclusive easement, to be used in common with others for ingress and egress, described as follows:

(For identification purposes only: Lying within vacated N. Richmond Avenue)

Commencing at a point which is Southerly along the Easterly line of Block 1, TOWN OF ST. JOHNS, 30 feet from the Northeast corner of said Block 1; thence Southeast along the Southerly right-of-way line of the Oregon-Washington Railroad and Navigation Company to the point of beginning which is 60 feet measured perpendicular from the Easterly line of Block 1; thence Southerly and parallel to the Easterly line of Block 1, 100 feet; thence perpendicular to said last mentioned line Westerly 30 feet; thence perpendicular to said last mentioned line Northerly to its intersection with the Southerly right-of-way line of the Oregon-Washington Railroad and Navigation Company; thence Southeast along said line to the point of beginning.

FURTHER TOGETHER WITH a non-exclusive easement, to be used in common with others, for ingress and egress, described as follows:

(For identification purposes only: Lying within vacated N. Burlington Avenue)

Beginning at the Northeast corner of Block 6, JAMES JOHNS ADDITION TO THE TOWN OF ST. JOHNS; thence Southerly along the Easterly line of said Block to a point that bears Southerly 100 feet from the Northwest corner of Block 4 of THE TOWN OF ST. JOHNS (measured along the Westerly line of said Block 4) and 60 feet perpendicular Westerly to said Westerly line of Block 4; thence Easterly 30 feet perpendicular to said Easterly line of Block 6; thence Northerly parallel to said Easterly line to the Southerly line of N. Bradford Street; thence Westerly along said Southerly line to the point of beginning.

## EXHIBIT 2

BOOK 2076 PAGE 1716

Bargain and Sale Deed

City of Portland, acting by and through the Portland Development Commission as the duly designated Urban Renewal Agency of the City of Portland ("Grantor"), conveys to \_\_\_\_\_, an Oregon corporation ("Grantee"), the real property described in Exhibit 1 attached hereto.

The true and actual consideration for this conveyance is FOUR HUNDRED EIGHTY-SIX THOUSAND SEVEN HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$486,735.00).

This deed is given by Grantor in accordance with the Land Disposition Agreement dated as of the \_\_\_\_\_ day of December, 1987, a memorandum of which is recorded in Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Deed Records of Multnomah County, Oregon.

DATED this \_\_\_\_\_ day of December, 1987.

CITY OF PORTLAND, acting by and through the Portland Development Commission, as the duly designated Urban Renewal Agency of the City of Portland

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Secretary

STATE OF OREGON                    )  
  ) ss.  
County of Multnomah            ) \_\_\_\_\_, 1987

Personally appeared before me the above-named \_\_\_\_\_ and \_\_\_\_\_ who, being duly sworn, stated that they are the Chairman and Secretary, respectively, of the Portland Development Commission, and acknowledged the foregoing instrument to be its voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: \_\_\_\_\_

JAN 29 1988

EXHIBIT 3

DESCRIPTION OF THE IMPROVEMENTS

1. Parcel 1 and Parcel 2 will be fenced.
2. Except for existing improvements, which will remain, the surface of Parcels 1 and 2 will be levelled and gravelled or blacktopped.
3. Developer intends to complete improvements within 90 days of closing.

JAN 29 1988

SECOND ADDENDUM TO  
EARNEST MONEY AGREEMENT

BETWEEN: Manufacturing Management, Inc.,  
an Oregon corporation,  
or its assigns,  
Attn: Ralph Miller  
4927 N. W. Front Avenue  
Portland, Oregon 97210  
("Purchaser")

AND: The City of Portland,  
an Oregon municipal corporation,  
acting by and through the  
Portland Development Commission,  
1120 S. W. Fifth Avenue  
Portland, Oregon 97204  
("Seller")

DATED: January 28, 1988

Recitals:

On December 2, 1987, Purchaser and Seller entered into a certain Earnest Money Agreement, a copy of which is attached hereto as Exhibit A (the "Earnest Money Agreement"). An Addendum to the Earnest Money Agreement (the "Addendum") was executed on December 23, 1987. A copy of the Addendum is attached hereto as Exhibit A-1.

Section 5.4 of the Earnest Money Agreement makes provision regarding an environmental audit of the property described in the Earnest Money Agreement (the "Property"). The preliminary environmental assessment of the Property has identified a portion of the Property as potentially containing environmental problems.

Purchaser is unwilling to proceed with a purchase of the identified problem area until the nature and extent of any environmental problem has been determined and the problem, if any, corrected. Purchaser is willing to proceed to close the purchase of the balance of the Property at the present time.

Page 1 - SECOND ADDENDUM TO EARNEST MONEY AGREEMENT

JAN 29 1988

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Earnest Money Agreement shall be amended to delete from the description of the Property being conveyed that certain property described on the attached Exhibit B (the "Deleted Property"). The balance of the Property is defined as the "Remaining Property."

2. The purchase price for the Remaining Property shall be computed by subtracting from the purchase price for the Property an amount equal to the total square footage of the Deleted Property times \$0.80 per square foot. The resulting purchase price for the Remaining Property is \$450,887.00.

3. Purchaser agrees to purchase the Deleted Property from Seller at any time during the period commencing upon execution hereof and ending on the first anniversary of the closing of the Remaining Property for the purchase price of \$35,848.00, payable in the manner contemplated under the Earnest Money Agreement, upon a demonstration to Purchaser's satisfaction that the following shall have occurred:

(a) There shall be a determination satisfactory to Purchaser that there are no environmental problems on the Deleted Property requiring remedial attention; or

(b) There shall be a demonstration satisfactory to Purchaser that any environmental problems identified by, or disclosed to, Purchaser relating to the Deleted Property shall have been corrected by Seller, at Seller's expense.

Page 2 - SECOND ADDENDUM TO EARNEST MONEY AGREEMENT

JAN 29 1988

4. In the event Purchaser shall acquire the Deleted Property, Purchaser shall be provided by Seller at Seller's expense at the closing of the purchase of the Deleted Property with an owner's ALTA title insurance policy with extended coverage in the face amount of the purchase price of the Deleted Property, containing only such exceptions as shall be satisfactory to Purchaser.

5. Seller shall deed the Deleted Property to Purchaser by Bargain and Sale Deed containing only such exceptions to title as shall be satisfactory to Purchaser.

6. Upon delivery to Purchaser, and in no event later than 90 days after the closing on the Remaining Property, Purchaser shall deliver to Seller, at no cost to Seller, a copy of the report prepared by Purchaser's environmental auditing consultant relating to the Deleted Property.

7. The description of the Remaining Property, including the addition of certain deeded and appurtenant access easement areas which are known to the parties and the deletion of certain property identified as not being owned by Seller, is contained on the attached Exhibit C.

8. All exhibits attached hereto are a part of this Second Addendum to Earnest Money Agreement.

9. Except as otherwise provided herein, the Earnest Money Agreement and Addendum to Earnest Money Agreement remain in full



force and effect. The Land Disposition Agreement shall be amended to conform to the above changes.

AGREED AND ACCEPTED:

Purchaser:

MANUFACTURING MANAGEMENT, INC.

By: 

Ralph Miller, President


Date: January 28, 1988

Seller:

PORTLAND DEVELOPMENT COMMISSION

By: 

Executive Director

 Date: January 29, 1988

JAN 29 1988

## EARNEST MONEY AGREEMENT

BETWEEN: Manufacturing Management, Inc.,  
an Oregon corporation,  
Attn: Ralph Miller  
4927 N. W. Front Avenue,  
or its assigns,  
Portland, Oregon 97210  
("Purchaser")

AND: The City of Portland,  
an Oregon municipal corporation,  
acting by and through the  
Portland Development Commission,  
1120 S. W. Fifth Avenue  
Portland, Oregon 97204  
("Seller")

Purchaser hereby offers to purchase from Seller the real property located in Multnomah County, Oregon, consisting of two parcels, one in the approximate amount of 2.219 acres and the other in the approximate amount of 7.157 acres located south of the Union Pacific Railroad right-of-way, as described on Exhibit A and depicted on Exhibit A-1 attached hereto, together with the 40,000-square foot (approximate) building located thereon (the "Building") and all other improvements located thereon (collectively referred to herein as the "Real Property"), subject to the following terms and conditions:

1. Purchase Price. The purchase price of \$486,735.00 shall be paid in cash or guaranteed certified funds as approved by Seller at the time of closing.

2. Survey. The legal description of the Real Property shall be determined by an ALTA survey performed by a licensed surveyor acceptable to both Purchaser and Seller. Seller shall be solely responsible for the cost of such survey. It shall be an additional condition of this agreement that Purchaser shall be satisfied with the results of the survey.

3. Earnest Money. Upon acceptance of this offer by Seller, Purchaser shall deliver an earnest money note in the amount of \$48,000.00 (the "Earnest Money") to Seller. The Earnest Money shall be converted to cash or certified funds immediately upon approval of Seller's title and satisfaction of all conditions and contingencies.

4. Preliminary Title Report. Seller will cause Transamerica Title Insurance Company (the "Title Company") to provide to Purchaser a preliminary title report on the Real Property as soon as reasonably practicable following execution of this agreement by both parties. Purchaser will disapprove in writing any title exceptions which are unacceptable to Purchaser within 10 days

following receipt of the preliminary title report. Seller then will state in writing within 10 days following receipt of the disapproval notice whether or not Seller is willing or able to attempt to remove said exceptions at or prior to the closing. If Seller is unable or unwilling to remove an exception or exceptions, Purchaser shall either waive the disapproval and pay the earnest money note or, as Purchaser's sole remedy, terminate this earnest money agreement and receive back the earnest money note. Purchaser shall make its choice in writing within 10 days following receipt of Seller's statement.

5. Contingencies. Purchaser's offer is hereby expressly made subject to satisfaction of the following contingencies:

5.1 This offer and any resulting agreement is subject to inspection and approval of the Real Property, including the Building. Said inspection shall include, but not be limited to, the roof, walls, floor capacity, and foundation. Purchaser shall have 30 days following Seller's acceptance of this offer within which to inspect the Real Property. In the event Purchaser is not satisfied with the condition of the Real Property, as determined in Purchaser's sole discretion, then Purchaser shall notify Seller in writing within the aforementioned time limit. Upon delivery of notification of disapproval, this offer and any resulting agreement shall be of no further force or effect and the Earnest Money shall be returned to Purchaser.

5.2 Purchaser understands the current zoning for the Real Property is M-2\* (asterisk) which provides for certain industrial and other uses. Seller intends to use the Real Property primarily for the warehousing and storage of steel and other uses incident thereto. This offer and any resulting agreement are subject to Purchaser receiving a written representation from the appropriate authorized official for the City of Portland within 10 days from the date of acceptance by Seller stating that Purchaser's intended use is an authorized use permitted outright under the M-2\* zone and complies with the Comprehensive Plan for the City of Portland, including, without limitation, the St. Johns Riverfront Development Urban Renewal Plan, as amended. Should such statement or other notice from the City of Portland indicate that Purchaser's intended use is currently unauthorized, Purchaser may elect, at Purchaser's sole option, to discontinue this transaction. In that event, this offer and any resulting agreement shall be of no further force or effect and the Earnest Money shall be returned to Purchaser.

5.3 Purchaser's initial intended use of the Real Property may not be "river dependent," as that term is defined in the Willamette River Greenway Development Regulations. In the event Purchaser is required to dedicate a 30-foot irrevocable easement for a landscaped greenway trail conforming to city standards, this offer is conditioned on the receipt by Purchaser of the written acknowledgment from the appropriate authorized official for the City of Portland, within 10 days of acceptance by Seller, that, in the event

purchaser shall install a dock, wharf or related system capable of loading and unloading steel and steel-related products for use in Purchaser's business, that irrevocable easement shall be terminated by the City of Portland at any time upon written application by Purchaser to the appropriate authorized official of the City of Portland.

5.4 Within 30 days after acceptance by Seller, at Purchaser's expense, Purchaser may obtain an environmental engineer's report prepared by an environmental engineer acceptable to Purchaser. Said report shall confirm that the Real Property, including the Building, soil and ground water, are free from any and all toxic or hazardous materials or substances, including, but not limited to, asbestos, PCBs, pesticides, herbicides and any other materials or substances deemed hazardous by the Environmental Protection Agency. In the event Purchaser is not satisfied with the condition of the Real Property, as determined in Purchaser's sole discretion, then Purchaser shall notify Seller in writing. Upon delivery of notification of disapproval, this agreement shall be of no further force or effect and the Earnest Money shall be returned to Purchaser. Seller shall grant Purchaser and its agents access to the Real Property, including any and all portions thereof, for the purpose of conducting environmental tests and analyses. Purchaser shall advise Seller as to when testing shall take place.

5.5 Seller has, or as of the closing will have obtained, all the requisite approvals and authority necessary to enable Seller to sell the Real Property to Purchaser on these terms and conditions and shall provide evidence of such authority to Purchaser on or before closing.

6. Seller's Representations, Warranties and Covenants. Seller is selling the real property in its "AS IS" condition. By accepting this offer, Seller does, however, make the following representations, warranties and covenants which shall survive the closing of this transaction:

(a) Except as disclosed to Purchaser in writing, Seller has no knowledge of any facts indicating that any liens or assessments are intended to be assessed against the Real Property.

(b) Except as disclosed to Purchaser in writing, Seller has received no notice from any governmental agency of any violation of law or of facts which, but for the passage of time or giving of notice or both, would constitute a violation of law, relating to the Real Property.

(c) Seller has not received, and is not aware of, any notice from any governmental agency having jurisdiction requiring any work to be done on the Real Property in order to bring it into

compliance with the local building code or of any facts which, if known, would cause such notice to be issued.

(d) Seller has never used the Real Property for storage of toxic or hazardous materials or substances. However, the property was occupied by a manufacturer of insulation materials and it is unknown to Seller what toxic or hazardous materials or substances were used or stored on the Real Property.

(e) To the best of Seller's knowledge, there are no underground storage tanks located on the Real Property.

(f) To the best of Seller's knowledge, Seller is in compliance with all applicable statutory and regulatory requirements affecting the Real Property.

(g) To the best of Seller's knowledge, there are no pending or threatened civil, criminal or administrative proceedings relating to environmental matters affecting the Real Property.

(h) As of this date, Seller knows of no facts or circumstances that may give rise to any future civil, criminal or administrative proceedings relating to environmental matters affecting the Real Property.

(i) Purchaser shall be responsible for determining if the Real Property is serviced by all utilities, including, without limitation, gas, electric, water, sewer and telephone service to meet the needs of Purchaser.

7. Closing.

7.1 Date. Closing shall occur on or before January 4, 1988 at the offices of Seller.

7.2 Proration. Purchaser shall pay the full cost of recording fees.

7.3 Payment. At closing, Purchaser shall pay to Seller the purchase price in cash or guaranteed certified funds approved by Seller. Any cash paid as Earnest Money shall be credited against the purchase price.

JAN 29 1983

7.4 Conveyance Instrument. Seller shall convey the Real Property to Purchaser by Oregon statutory form Bargain and Sale Deed.

7.5 Title Insurance. Promptly following closing, Seller will provide to Purchaser, at Seller's expense, an owner's ALTA extended coverage policy of title insurance insuring title to the Real Property subject only to current real property taxes and assessments (which shall be prorated as of closing), and any other exceptions approved or waived by Purchaser pursuant hereto.

7.6 Certificate. At closing, Seller shall deliver its certificate to Purchaser making the representations, warranties and covenants contained in Section 6 hereof.

7.7 Insurance. Seller shall keep the Real Property insured at a reasonable level until possession shall be delivered to Purchaser.

7.8 Possession. Possession of the Real Property shall be delivered to Purchaser upon recording of the Deed.

8. Remedies. If this transaction is terminated by Purchaser because Purchaser is not willing to accept Seller's title or failure of a contingency or condition, then the Earnest Money shall be returned to Purchaser. If Purchaser accepts Seller's title and all contingencies and conditions are satisfied, but Purchaser does not close this transaction, the Earnest Money shall then be the property of Seller as the exclusive damages and remedy for Purchaser's failure or refusal to complete the transaction.

9. Assignment. Purchaser may assign its rights and obligations hereunder to any affiliated corporation.

10. Real Estate Commission. Any commission payable as a result of this transaction shall be the sole responsibility of Seller and Seller shall hold harmless and indemnify Purchaser from any claim or lien related to such a commission.

11. Merger. This document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the Real Property and supersedes and replaces all written and oral agreements previously made or existing by and between the parties or their representatives insofar as the Real Property is concerned.

12. Attorney's Fees. If either party institutes any civil action to collect the amounts due hereunder (including the Earnest Money) or to enforce any covenant, warranty or agreement hereof, or to obtain any of the remedies herein provided, the prevailing party shall be entitled to recover the sum that the trial judge or appeals court may adjudge reasonable as attorney's fees in such action, including any appeal taken by either party in such action.

13. Time of Essence. Time is of the essence.

14. Duration of Offer. In the event this offer is not accepted by Seller before December 3, 1987, this offer shall be null and void unless extended in writing by Purchaser.

15. Exhibits. All exhibits attached hereto are a part of this Earnest Money Agreement.

16. Satisfaction of Conditions. The conditions and contingencies to this agreement may be waived or satisfied only by written notice to the other party.

17. Additional Required Document. Prior to closing, Purchaser shall enter into a Development Agreement with Seller agreeing to uses and development of the Property consistent with the St. Johns Riverfront urban Renewal Plan substantially in the form attached hereto as Exhibit B.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, Purchaser has made this offer as of the date written below.

AGREED AND ACCEPTED:

Purchaser:

MANUFACTURING MANAGEMENT, INC.

By: Ralph Miller

Ralph Miller, President

Date: \_\_\_\_\_

AGREED AND ACCEPTED:

Seller:

PORTLAND DEVELOPMENT COMMISSION

By: Patricia B. Lyle

Title: EXECUTIVE DIRECTOR

Date: 12/2/87

BOOK 2076 PAGE 1728

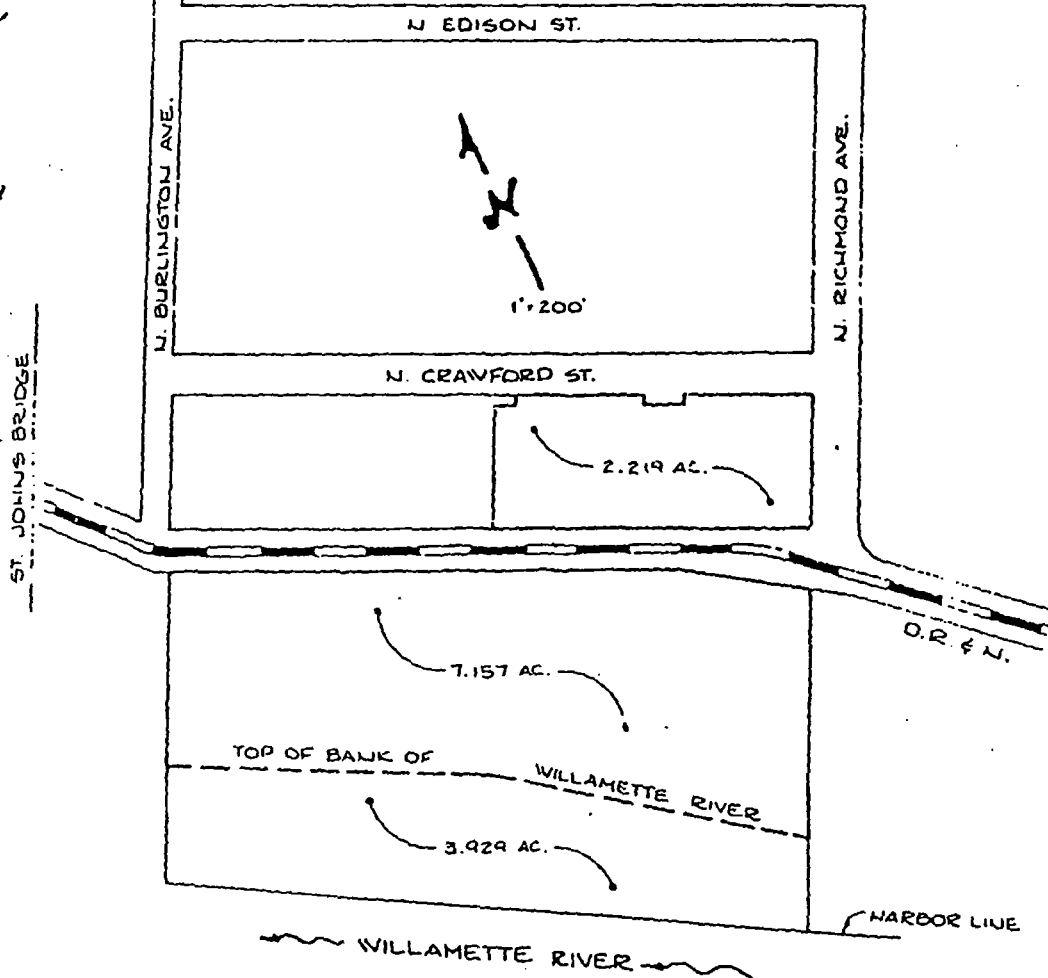
EXHIBIT A

Legal Description

JAN 29 1988



EXHIBIT MAP FOR  
PORTLAND DEVELOPMENT COMMISSION



12-11-86

**W&H** WILSEY & HAM  
521 S.W. 11th AVE. 4th floor

JAN 29 1988

EXHIBIT "A-1"

## ADDENDUM TO EARNEST MONEY AGREEMENT

THIS ADDENDUM shall amend the Earnest Money Agreement dated December 2, 1987 between Manufacturing Management, Inc., an Oregon corporation ("Purchaser"), and the City of Portland, an Oregon municipal corporation, acting by and through the Portland Development Commission ("Seller").

Section 4 of the Earnest Money Agreement shall be amended to provide 20 days for Purchaser to give notice of disapproval of the status of title. The other terms and conditions of Section 4 shall remain unchanged.

Section 5.1 of the Earnest Money Agreement shall be amended to provide that Purchaser shall have 45 days to inspect the Real Property and give any notice of disapproval or dissatisfaction to Seller following Seller's acceptance of this offer. All other terms and conditions of Section 5.1 shall remain the same.

Section 5.4 of the Earnest Money Agreement shall be amended to provide that within 45 days after acceptance by Seller, at Purchaser's expense, Purchaser may obtain an environmental engineer's report prepared by an environmental engineer acceptable

-1- ADDENDUM TO EARNEST MONEY AGREEMENT

JAN 29 1988

to Purchaser. All other terms and conditions of Section 5.4 shall remain the same.

Section 7.1 shall be amended to provide that closing shall occur on or before January 20, 1988 at the offices of Seller.

The Land Disposition Agreement shall also be amended to conform to the above changes.

AGREED AND ACCEPTED:

PURCHASER:  
MANUFACTURING MANAGEMENT, INC.

SELLER:  
PORTLAND DEVELOPMENT COMMISSION

By: Ralph Miller  
Ralph Miller, President

By: Jessie D. Hsieh for PLC

Date: 12-23-87

Date: 12-23-87

-2- ADDENDUM TO EARNEST MONEY AGREEMENT

JAN 29 1988

## EXHIBIT B

ST. JOHNS RIVERFRONT DEVELOPMENT  
PORTLAND, OREGONLAND DISPOSITION AGREEMENT  
FOR THE SALE OF LAND IN THE  
ST. JOHNS RIVERFRONT URBAN RENEWAL AREA

This Land Disposition Agreement (herein called the "Agreement") is entered into as of the \_\_\_\_\_ day of December, 1987 between the City of Portland, a municipal corporation of the State of Oregon, acting by and through the Portland Development Commission as the duly designated Urban Renewal Agency of the City of Portland (herein called the "Agency"), and Manufacturing Management, Inc., an Oregon corporation, or its assigns ("Developer").

Recitals:

WHEREAS, Developer wishes to purchase that real property owned by the Agency described in Exhibit 1 attached hereto and made a part hereof (herein called the "Land"); and

WHEREAS, Developer wishes to use the Land in accordance with the uses specified in the Urban Renewal Plan and this Agreement; and

WHEREAS, the Agency on the basis of the foregoing, and the undertakings of Developer pursuant to this Agreement, is willing to sell the Land to Developer; and

WHEREAS, Developer has deposited with the Agency, in connection with Developer's offer to purchase, the sum of FORTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$48,000.00) (herein called the "Good Faith Deposit"), which Good Faith Deposit is to be applied to the purchase price of the land; and

WHEREAS, the Land is within the boundaries of the St. Johns Riverfront Urban Renewal Area and is subject to the requirements of the Second Amendment to the St. Johns Riverfront Urban Renewal Plan, recorded in Book 1504 at Page 1081 of the Deed Records of Multnomah County, Oregon (herein called the "Plan"); and

WHEREAS, the Agency has found it necessary to dispose of the Land for the purpose of implementing the Plan; and

WHEREAS, the Agency has found that Developer's intended use will be in compliance with the Plan if implemented, regardless of whether Developer completes the Improvements, as that term is defined herein; and

WHEREAS, the Agency and Developer have simultaneously entered into an Earnest Money Agreement (the "Earnest Money Agreement")

affecting the Land to which a copy of this Land Disposition Agreement is attached as Exhibit B; and

WHEREAS, the Agency and Developer have agreed to enter into this Agreement subject to the terms of the Earnest Money Agreement;

NOW, THEREFORE, each of the parties hereto, for and in consideration of the premises and agreement of the other party hereto, covenants and agrees:

1. Parties.

(a) Agency. The Agency covenants that it is a public body, corporate and politic exercising governmental functions and powers, organized and existing as the duly designated Urban Renewal Agency of the City of Portland under the charter for the City of Portland and Chapter 457 of the Oregon Revised Statutes and is empowered to execute this Agreement and the signatories hereto are authorized to sign on its behalf.

(b) Developer. Developer covenants that it is an Oregon corporation and is empowered to execute this Agreement and the signatories hereto are authorized to sign on its behalf.

2. Agreement to Buy and Sell.

(a) Sale. Subject to all of the terms, covenants and conditions of this Agreement and the Earnest Money Agreement, the Agency agrees to sell and Developer agrees to buy the Land upon payment of the purchase price of FOUR HUNDRED EIGHTY-SIX THOUSAND SEVEN HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$486,735.00).

(b) Time and Place. Subject to the terms of the Earnest Money Agreement, conveyance shall be made at the principal office of the Agency, 1120 S.W. Fifth Avenue, Portland, Oregon 97204, on or before January 4, 1988 and Developer hereby agrees to accept such conveyance and to pay the Agency, at such time and place, the full purchase price for the Land in the form of cash or certified funds.

(c) Deed. The Agency will convey title to the Land to Developer by Bargain and Sale Deed, which deed shall be substantially in the form attached hereto marked Exhibit 2 and by this reference made a part hereof.

(d) Title Insurance. The Agency will provide a policy of title insurance from the Title Company insuring title in ALTA form, with extended coverage, for the amount of the purchase price of the Land in Developer as of the date of the deed hereinabove specified, free and clear of encumbrances other than those created by or set forth in this Agreement. The cost of title insurance will be paid by the Agency. All recording costs will be paid by Developer. Developer shall be entitled to record a memorandum of this Agreement.

(e) Real Property Taxes. Real property taxes for the current year (if any) shall be prorated as of the date of closing.

3. Possession and Access. Developer shall be entitled to exclusive possession of the Land upon payment of the purchase price and conveyance of the Land as herein provided.

4. Soil Conditions. The Land is purchased from the Agency by Developer in its "AS IS" condition. It shall be the sole responsibility and expense of Developer to investigate and determine the soil conditions of the Land and the suitability of such soil conditions for the Improvements to be constructed by Developer. Except as specified in the Earnest Money Agreement, the Agency makes no warranties or representations as to the suitability of the soil conditions or any other conditions of the Land for any Improvements to be constructed by Developer and, except as specified in the Earnest Money Agreement, Developer warrants that it has not relied on any representations or warranties, if any, made by the Agency as to the suitability of the soil conditions or any of the conditions of the Land for any Improvements to be constructed by Developer. In the event this transaction shall close as contemplated in the Earnest Money Agreement, it is agreed by Developer that the Agency will not be liable for any loss, cost or damage which may be caused or incurred by Developer by reason of any such soil or physical conditions.

5. Developer's Agreement Regarding Improvements.

(a) Improvements. Developer intends to make certain modest improvements on the Land as indicated on the attached Exhibit 3 (the "Improvements"). The making of such Improvements, however, is not a requirement of this Agreement.

(b) Urban Renewal Plan. Developer agrees to construct the Improvements, if at all, in accordance with the provisions of the Plan and applicable city codes.

6. Certificate. Upon commencement of its intended use of the land as described in the Earnest Money Agreement, Developer shall be entitled to issuance of a certificate (the "Certificate") pursuant to Part 9 of this Agreement.

7. Remedies.

(a) Preconveyance Remedies. In the event Developer shall default with respect to its obligation to pay the purchase price, such default shall create in the Agency those remedies specified in the Earnest Money Agreement.

(b) Postconveyance Remedies. In the event subsequent to the conveyance of the Land and prior to the issuance of the Certificate, Developer (or successor in interest) shall default in or violate its obligations with respect to the use of the Land and any such default or violation shall not be cured, ended or remedied

within sixty (60) days after written demand by the Agency to do so, such action or inaction shall create in the Agency the right to recover its actual damages (Developer understanding and agreeing that the Agency's actual damages, as a governmental body, include, but are not limited to, damages to the citizens of the City of Portland resulting from lost or delayed economic development, including lost taxes, jobs and sales of goods and services.)

8. Assignment. Developer may assign its interest in the Land and delegate its duties under this Agreement as provided in the Earnest Money Agreement.

9. Certificate. Promptly after commencement by Developer of its intended use of the Land, the Agency will furnish Developer with an appropriate instrument certifying that Developer is in compliance with the Plan. The certificate by the Agency shall be a conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of Developer. The certificate shall be in such form as will enable it to be recorded. If the Agency shall refuse or fail to provide the certificate, the Agency shall, within 30 days after written request by Developer, provide Developer with a written statement indicating in adequate detail how Developer has failed to use the Land in conformity with the Plan and what measures or acts will be necessary, in the opinion of the Agency, for Developer to take to perform in order to obtain the certificate.

10. Miscellaneous.

(a) Law of Oregon. The rights and obligations of the parties under this Agreement shall be construed and determined pursuant to the laws of the State of Oregon.

(b) Counterparts. This Agreement is executed in three counterparts, each of which shall be deemed to be an original, and which counterparts shall constitute one and the same instrument.

(c) Time of Essence. This is of the essence of this Agreement. All obligations of the Agency and Developer to each other shall be due at the date specified by this Agreement.

(d) Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday or such a holiday, the period shall be extended to include the next day which is not a Saturday, Sunday or such a holiday.

(e) Construction. In construing this Agreement, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter.

(f) Legal Purpose. Developer agrees that it shall use the Land solely for legal purposes.

(g) Waivers. No waiver made by either party with respect to the performance, or manner or time thereof, of any obligation of the other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition of its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the party. No waiver by the Agency of any provision of this Agreement or any breach thereof, shall be of any force and effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

(h) Severability. If any clause, sentence or any other portion of the terms and conditions of this Agreement become illegal, null or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

(i) Notices. All notices, demands and requests required by this Agreement or modification shall be in writing and be sent:

To the Agency, at the following address:

Portland Development Commission  
1120 S. W. Fifth Avenue, #1102  
Portland, Oregon 97204-1968

To Developer, at the following address:

Manufacturing Management, Inc.  
Attn: Mr. Ralph Miller  
4927 N. W. Front Avenue  
Portland, Oregon 97210

with a copy to:

Kimball H. Ferris  
Hill, Huston, Ferris & Walker  
720 S. W. Washington, Suite 750  
Portland, Oregon 97205

by registered or certified United States mail, postage prepaid, unless a notification of change of address has been sent to the party giving the notice in the manner required by this paragraph prior to the time when such notice is given. All such notices shall be effective three (3) days after mailing, except that notices of change of address shall be effective upon receipt.

(j) Entire Agreement. This Agreement, the Earnest Money Agreement and the attachments hereto are the entire Agreement between the parties. There is no other oral or written Agreement between the parties with regard to this subject matter.



(k) Modifications. Any modifications to this Agreement shall be made in writing.

(l) Attorney's Fees. If Developer or the Agency shall be required to retain an attorney to enforce any portion of this Agreement or to obtain any declaration of rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees from the other as determined by a court of competent jurisdiction, such reasonable attorney's fees to include attorney's fees upon appeal if necessary.

(m) Successors and Assigns. Subject to the terms of this Agreement, the benefits conferred by this Agreement and the obligations assumed thereunder shall inure to the benefit of and bind the successors and assigns of the parties hereto, and the obligations of Developer and the remedies for the breach thereof shall further be covenants and conditions running with the Land.

(n) Anti-Discrimination. Developer covenants and agrees that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Land, and that it will not restrict, or affect or execute any agreement, lease, conveyance or any other instrument which has the effect of restricting, the sale, lease, use or occupancy of any of the Land or any part thereof upon the basis of race, color, religion, sex, marital status, or national origin or ancestry.

(o) Headings. Headings and paragraph titles used in this Agreement are not a part of the Agreement and are for the purposes of identification and description only and shall not be considered nor referred to in any resolving questions of interpretation and construction.

(p) Conflicts of Interest. No official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she, directly or indirectly, is interested. No official or employee of the Agency shall be personally liable to Developer or any successor in interest in the event of any default or breach by the Agency or for any amount which may become due to Developer or successor or on any obligations under the terms of this Agreement.

(q) Non-Merger. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Land from the Agency to Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions of covenants to this Agreement, but shall be deemed made pursuant to this Agreement.

(c) Consents. Whenever consent or approval by the Agency is required under the terms of this Agreement, all such consents or approvals shall be received in writing from the Executive Director of the Agency.

(s) Place of Enforcement. Any action or suit to enforce or construe any provision of this Agreement by any party shall be brought in the Circuit Court of the State of Oregon for Multnomah County or the United States District Court for the District of Oregon.

(t) No Partnership. Neither anything in this Agreement contained, nor any acts of the parties hereto, shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement.

(u) Non-Waiver of Government Rights. By making this Agreement and delivery of the deed, the Agency is specifically not obligating itself, the City of Portland or any other agency with respect to any discretionary action relating to development or operation of the Improvements to be constructed on the land, including, but not limited to, rezonings, variances, environmental clearances or any other governmental agency approvals which are or may be required.

(v) Conflict. In the event of conflict between the terms of this Agreement and the Earnest Money Agreement, the terms of the Earnest Money Agreement shall prevail.

DATED this \_\_\_\_\_ day of December, 1987.

MANUFACTURING MANAGEMENT, INC.,  
an Oregon corporation,

By: Ralph Miller  
Ralph Miller, President

CITY OF PORTLAND, by and through  
the Portland Development  
Commission as the duly designated  
Urban Renewal Agency of the City  
of Portland

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Secretary

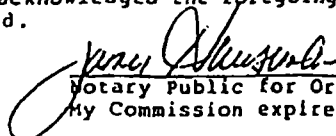
APPROVED AS TO FORM:

Legal Counsel,  
Portland Development Commission

STATE OF OREGON           )  
                                  ) ss.  
County of Multnomah       )

DECEMBER 2, 1987

Personally appeared before me the above-named Ralph Miller who, being duly sworn, stated that he is the President of Manufacturing Management, Inc. and acknowledged the foregoing instrument to be its voluntary act and deed.

  
Notary Public for Oregon  
My Commission expires: 2-24-90

STATE OF OREGON           )  
                                  ) ss.  
County of Multnomah       )

\_\_\_\_\_, 1987

Personally appeared before me the above-named \_\_\_\_\_ and \_\_\_\_\_ who, being duly sworn, stated that they are the Chairman and Secretary, respectively, of the Portland Development Commission, and acknowledged the foregoing instrument to be its voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: \_\_\_\_\_

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EXHIBIT "1"

PROPERTY DESCRIPTION

JAN 29 1988

## EXHIBIT 2

Bargain and Sale Deed

City of Portland, acting by and through the Portland Development Commission as the duly designated Urban Renewal Agency of the City of Portland ("Grantor"), conveys to \_\_\_\_\_, an Oregon corporation ("Grantee"), the real property described in Exhibit 1 attached hereto.

The true and actual consideration for this conveyance is FOUR HUNDRED EIGHTY-SIX THOUSAND SEVEN HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$486,735.00).

This deed is given by Grantor in accordance with the Land Disposition Agreement dated as of the \_\_\_\_\_ day of December, 1987, a memorandum of which is recorded in Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Deed Records of Multnomah County, Oregon.

DATED this \_\_\_\_\_ day of December, 1987.

CITY OF PORTLAND, acting by and through the Portland Development Commission, as the duly designated Urban Renewal Agency of the City of Portland

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Secretary

STATE OF OREGON            )  
                                  ) ss.  
County of Multnomah    )

\_\_\_\_\_, 1987

Personally appeared before me the above-named \_\_\_\_\_ and \_\_\_\_\_ who, being duly sworn, stated that they are the Chairman and Secretary, respectively, of the Portland Development Commission, and acknowledged the foregoing instrument to be its voluntary act and deed.

Notary Public for Oregon  
My Commission expires: \_\_\_\_\_

EXHIBIT 3

DESCRIPTION OF THE IMPROVEMENTS

1. Parcel 1 and Parcel 2 will be fenced.
2. Except for existing improvements, which will remain, the surface of Parcels 1 and 2 will be levelled and gravelled or blacktopped.
3. Developer intends to complete improvements within 90 days of closing.

JAN 29 1988



EXHIBIT "C"

The two following described parcels of land in Section 12, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon:

PARCEL 1:

Beginning at the intersection of the Southerly line of N. Crawford Street and the Westerly line of N. Richmond Avenue; thence Southerly along the Westerly line of N. Richmond Avenue to the Northerly line of N. Bradford Street; thence Westerly along the Northerly line of N. Bradford Street to the center line of vacated N. John Avenue; thence Northerly along the center line of vacated N. John Avenue to the Southerly line of N. Crawford Street; thence Easterly along the Southerly line of N. Crawford Street to the point of beginning.

PARCEL 11:

Beginning at the intersection of the Northerly harbor line of the Willamette River and the Easterly line of N. Burlington Avenue; thence Northerly along the Easterly line of N. Burlington Avenue to the Southerly line of N. Bradford Street; thence Easterly along the Southerly line of N. Bradford Street to the Southerly extension of the Westerly line of N. Richmond Avenue; thence Southerly along the Southerly extension of the Westerly line of N. Richmond Avenue to the Northerly harbor line of the Willamette River; thence Westerly along the Northerly harbor line of the Willamette River to the point of beginning.

EXCEPTING THEREFROM that portion of Block 1, TOWN OF ST. JOHNS, conveyed to the Oregon Railroad and Navigation Company, by deed, recorded February 19, 1902, in Deed Book 287, at page 206, described as follows:

Beginning at the Northwestern corner of Lot 5, in said Block 1; thence Easterly along the Northerly line of said Block to the Northeast corner of said Block, being the Northeast corner of Lot 8, in said Block; thence Southerly along the Easterly line of said Lot, a distance of 30 feet to a point; thence Westerly on a straight line to the place of beginning.

FURTHER EXCEPTING THEREFROM the following parcel being a portion of Block 3 and Block 4, River Lots, vacated Leavitt Avenue and N. Albany Street, TOWN OF ST. JOHNS, in the City of Portland, and being a portion of Section 12, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, being more particularly described as follows:



Beginning at a 5/8" iron rod located at the Northwest corner of Block 4, River Lots, TOWN OF ST. JOHNS; thence along the Westerly line of said Block 4, also being the Easterly right-of-way line of N. Burlington Avenue, South  $26^{\circ} 07' 19''$  West a distance of 154.70 feet to the true point of beginning of the following described parcel; thence leaving the Easterly right-of-way line of N. Burlington Avenue, South  $63^{\circ} 27' 11''$  East a distance of 370.64 feet; thence parallel with the said Easterly right-of-way line, South  $26^{\circ} 07' 19''$  West a distance of 176.6 feet, more or less, to the top of existing bank; thence Westerly along the top of existing bank to a point on the Easterly right-of-way of N. Burlington Avenue and being located South  $26^{\circ} 07' 19''$  West a distance of 125.5 feet, more or less, from the true point of beginning; thence North  $26^{\circ} 07' 19''$  East a distance of 125.5 feet, more or less, to the true point of beginning. Containing 44,810 square feet, or 1.03 acres, more or less, and basis of bearing being the centerline of N. Burlington Avenue as per Multnomah County Survey Number 41512.

TOGETHER WITH the following described property located within the vacated portion of N. Richmond Avenue:

Beginning at a point on the Easterly line of Block 1, TOWN OF ST. JOHNS, 30 feet Southerly from the Northeasterly corner of said Block 1; thence Easterly along the Southerly right-of-way line of the Oregon-Washington Railroad, to a point which is 60 feet when measured at a right angle, from the Easterly line of said Block 1; thence Southerly and parallel to the Easterly line of said Block 1 100 feet; thence Westerly along a line perpendicular to the Easterly line of Block 1, 50 feet to the true point of beginning; thence continuing Westerly along a line perpendicular to the Easterly line of said Block 1, 30 feet to the Easterly line of said Block 1; thence Northerly along the Easterly line of said Block 1 to the Southerly right-of-way line of the above described railroad at a point 30 feet from the Northeasterly corner of said Block 1; thence Easterly along said Southerly right-of-way line to a point which is 30 feet, when measured at a right angle, from the Easterly line of said Block 1; thence in a Southerly direction along a line parallel to the Easterly line of said Block 1, to the true point of beginning; reserving, however, unto Grantor, its successors and assigns, an easement for the right of ingress and egress over and across said vacated portion of N. Richmond Avenue.

-3-

FURTHER TOGETHER WITH the following described property located within the vacated portion of N. Burlington Avenue:

Beginning at the Northwestern corner of Block 4, TOWN OF ST. JOHNS; thence 100 feet Southerly along the Westerly line of said Block 4; thence perpendicular to said line Westerly 30 feet; thence perpendicular to said last mentioned line, Northerly to the intersection with the Southerly line of N. Bradford Street; thence Easterly along said last mentioned line to the point of beginning; reserving, however, unto Grantor, its successors and assigns, an easement for the right of ingress and egress over and across said vacated portion of N. Burlington Avenue.

FURTHER TOGETHER WITH A non-exclusive easement, to be used in common with others for ingress and egress, described as follows:

(For identification purposes only: Lying within vacated N. Richmond Avenue)

Commencing at a point which is Southerly along the Easterly line of Block 1, TOWN OF ST. JOHNS, 30 feet from the Northeasterly corner of said Block 1; thence Southeasterly along the Southerly right-of-way line of the Oregon-Washington Railroad and Navigation Company to the point of beginning which is 60 feet measured perpendicular from the Easterly line of Block 1; thence Southerly and parallel to the Easterly line of Block 1, 100 feet; thence perpendicular to said last mentioned line Westerly 30 feet; thence perpendicular to said last mentioned line Northerly to its intersection with the Southerly right-of-way line of the Oregon-Washington Railroad and Navigation Company; thence Southeasterly along said line to the point of beginning.

FURTHER TOGETHER WITH a non-exclusive easement, to be used in common with others, for ingress and egress, described as follows:

(For identification purposes only: Lying within vacated N. Burlington Avenue)

Beginning at the Northeasterly corner of Block 6, JAMES JOHNS ADDITION TO THE TOWN OF ST. JOHNS; thence Southerly along the Easterly line of said Block to a point that bears Southerly 100 feet from the Northwest corner of Block 4 of THE TOWN OF ST. JOHNS (measured along the Westerly line of said Block 4) and 60 feet perpendicular Westerly to said Westerly line of Block 4; thence Easterly 30 feet perpendicular to said Easterly line of Block 6; thence Northerly parallel to said Easterly line to the Southerly line of N. Bradford Street; thence Westerly along said Southerly line to the point of beginning.

STATE OF OREGON }  
Multnomah County

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the records of said County.

1988 JAN 29 PM 4:32

RECORDED  
MULTNOMAH CO. OREGON

BOOK 2076 PAGE 1705

Witness my hand and seal of office at the  
Recorder of Conveyances

*M. Butts*  
Deputy

007190

AFTER RECORDING RETURN TO:  
PORTLAND DEVELOPMENT COMMISSION  
1120 S.W. 5th Av., Suite 1102  
Portland 97204  
Attn: D. Lyon

D.H. 2

*D.H.*

18 cont'd

CERTIFICATE OF COMPLIANCE

The CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through the PORTLAND DEVELOPMENT COMMISSION as the duly designated Urban Renewal Agency of the City of Portland, hereinafter called the "Agency," hereby certifies that MANUFACTURING MANAGEMENT, INC., an Oregon corporation, or its assigns, hereinafter called the "Developer," has satisfactorily commenced use of the real property described in Exhibit "A" attached hereto and made a part hereof in accordance with the terms, covenants and conditions contained in that Earnest Money Agreement, dated December 2, 1987, as amended December 23, 1987, and January 28, 1988, between the Agency and the Developer; that Land Disposition Agreement, dated January 29, 1988, between the Agency and the Developer and recorded in the records of Multnomah County, Oregon, in Book 2076, at pages 1705 through 1747, inclusive; in that Deed, dated January 29, 1988, and recorded in the records of Multnomah County, Oregon, in Book 2076, at pages 1748 through 1755, inclusive; and in accordance with the St. Johns Riverfront Development Urban Renewal Plan recorded in the records of Multnomah County, Oregon, on August 1, 1980, in Book 1459, at pages 433 through 524, inclusive; and as amended from time to time, hereinafter called the "Plan," by and pursuant to which the Agency sold and conveyed to the Developer the real property described in said Exhibit "A".

This Certificate, given pursuant to Section 6 and Section 7 of the Land Disposition Agreement is and shall be a conclusive determination of the satisfaction and termination of the covenants and conditions contained therein and the Plan with respect to the obligations of the Developer, its successors and assigns, as to the use of the land, and the same shall automatically cease and become of no further force or effect, except as to the agreements and covenants contained in the Deed, which agreements and covenants shall remain in full force and effect for the period and in the manner expressly provided therein.

IN WITNESS WHEREOF, the CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through the PORTLAND DEVELOPMENT COMMISSION as the duly designated Urban Renewal Agency of the City of Portland, has caused this instrument to be executed by the Executive Director of the Portland Development Commission this 5th day of April, 1988.



CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through the PORTLAND DEVELOPMENT COMMISSION as the duly designated Urban Renewal Agency of the City of Portland

By Patrick L. La Crosse  
Patrick L. La Crosse, Executive Director

APPROVED AS TO FORM:

James M. O'Connell  
Legal Counsel  
Portland Development Commission

APR 11 1988

## EXHIBIT "A"

The two following described parcels of land in Section 12, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon:

PARCEL I:

Beginning at the intersection of the Southerly line of N. Crawford Street and the Westerly line of N. Richmond Avenue; thence Southerly along the Westerly line of N. Richmond Avenue to the Northerly line of N. Bradford Street; thence Westerly along the Northerly line of N. Bradford Street to the center line of vacated N. John Avenue; thence Northerly along the center line of vacated N. John Avenue to the Southerly line of N. Crawford Street; thence Easterly along the Southerly line of N. Crawford Street to the point of beginning.

PARCEL II:

Beginning at the intersection of the Northerly harbor line of the Willamette River and the Easterly line of N. Burlington Avenue; thence Northerly along the Easterly line of N. Burlington Avenue to the Southerly line of N. Bradford Street; thence Easterly along the Southerly line of N. Bradford Street to the Southerly extension of the Westerly line of N. Richmond Avenue; thence Southerly along the Southerly extension of the Westerly line of N. Richmond Avenue to the Northerly harbor line of the Willamette River; thence Westerly along the Northerly harbor line of the Willamette River to the point of beginning.

EXCEPTING THEREFROM that portion of Block 1, TOWN OF ST. JOHNS, conveyed to the Oregon Railroad and Navigation Company, by deed, recorded February 19, 1902, in Deed Book 287, at page 206, described as follows:

Beginning at the Northwestern corner of Lot 5, in said Block 1; thence Easterly along the Northerly line of said Block to the Northeast corner of said Block, being the Northeast corner of Lot 8, in said Block; thence Southerly along the Easterly line of said Lot, a distance of 30 feet to a point; thence Westerly on a straight line to the place of beginning.

FURTHER EXCEPTING THEREFROM the following parcel being a portion of Block 3 and Block 4, River Lots, vacated Leavitt Avenue and N. Albany Street, TOWN OF ST. JOHNS, in the City of Portland, and being a portion of Section 12, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, being more particularly described as follows:

-2-

Beginning at a 5/8" iron rod located at the Northwest corner of Block 4, River Lots, TOWN OF ST. JOHNS; thence along the Westerly line of said Block 4, also being the Easterly right-of-way line of N. Burlington Avenue, South  $26^{\circ} 07' 19''$  West a distance of 154.70 feet to the true point of beginning of the following described parcel; thence leaving the Easterly right-of-way line of N. Burlington Avenue, South  $63^{\circ} 27' 11''$  East a distance of 370.64 feet; thence parallel with the said Easterly right-of-way line, South  $26^{\circ} 07' 19''$  West a distance of 116.6 feet, more or less, to the top of existing bank; thence Westerly along the top of existing bank to a point on the Easterly right-of-way of N. Burlington Avenue and being located South  $26^{\circ} 07' 19''$  West a distance of 125.5 feet, more or less, from the true point of beginning; thence North  $26^{\circ} 07' 19''$  East a distance of 125.5 feet, more or less, to the true point of beginning. Containing 44,810 square feet, or 1.03 acres, more or less, and basis of bearing being the centerline of N. Burlington Avenue as per Multnomah County Survey Number 41512.

TOGETHER WITH the following described property located within the vacated portion of N. Richmond Avenue:

Beginning at a point on the Easterly line of Block 1, TOWN OF ST. JOHNS, 30 feet Southerly from the Northeasterly corner of said Block 1; thence Easterly along the Southerly right-of-way line of the Oregon-Washington Railroad, to a point which is 60 feet when measured at a right angle, from the Easterly line of said Block 1; thence Southerly and parallel to the Easterly line of said Block 1 100 feet; thence Westerly along a line perpendicular to the Easterly line of Block 1, 30 feet to the true point of beginning; thence continuing Westerly along a line perpendicular to the Easterly line of said Block 1, 30 feet to the Easterly line of said Block 1; thence Northerly along the Easterly line of said Block 1 to the Southerly right-of-way line of the above described railroad at a point 30 feet from the Northeasterly corner of said Block 1; thence Easterly along said Southerly right-of-way line to a point which is 30 feet, when measured at a right angle, from the Easterly line of said Block 1; thence in a Southerly direction along a line parallel to the Easterly line of said Block 1, to the true point of beginning; reserving, however, unto Grantor, its successors and assigns, an easement for the right of ingress and egress over and across said vacated portion of N. Richmond Avenue.

-3-

FURTHER TOGETHER WITH the following described property located within the vacated portion of N. Burlington Avenue:

Beginning at the Northwestern corner of Block 4, TOWN OF ST. JOHNS; thence 100 feet Southerly along the Westerly line of said Block 4; thence perpendicular to said line Westerly 30 feet; thence perpendicular to said last mentioned line Northerly to the intersection with the Southerly line of N. Bradford Street; thence Easterly along said last mentioned line to the point of beginning; reserving, however, unto Grantor, its successors and assigns, an easement for the right of ingress and egress over and across said vacated portion of N. Burlington Avenue.

FURTHER TOGETHER WITH A non-exclusive easement, to be used in common with others for ingress and egress, described as follows:

(For identification purposes only: Lying within vacated N. Richmond Avenue)

Commencing at a point which is Southerly along the Easterly line of Block 1, TOWN OF ST. JOHNS, 30 feet from the Northeasterly corner of said Block 1; thence Southeasterly along the Southerly right-of-way line of the Oregon-Washington Railroad and Navigation Company to the point of beginning which is 60 feet measured perpendicular from the Easterly line of Block 1; thence Southerly and parallel to the Easterly line of Block 1, 100 feet; thence perpendicular to said last mentioned line Westerly 30 feet; thence perpendicular to said last mentioned line Northerly to its intersection with the Southerly right-of-way line of the Oregon-Washington Railroad and Navigation Company; thence Southeasterly along said line to the point of beginning.

FURTHER TOGETHER WITH a non-exclusive easement, to be used in common with others, for ingress and egress, described as follows:

(For identification purposes only: Lying within vacated N. Burlington Avenue)

Beginning at the Northeasterly corner of Block 6, JAMES JOHNS ADDITION TO THE TOWN OF ST. JOHNS; thence Southerly along the Easterly line of said Block to a point that bears Southerly 100 feet from the Northwest corner of Block 4 of THE TOWN OF ST. JOHNS (measured along the Westerly line of said Block 4) and 60 feet perpendicular Westerly to said Westerly line of Block 4; thence Easterly 30 feet perpendicular to said Easterly line of Block 6; thence Northerly parallel to said Easterly line to the Southerly line of N. Bradford Street; thence Westerly along said Southerly line to the point of beginning.

STATE OF OREGON       )  
                           ) ss.  
 COUNTY OF MULTNOMAH )

On this 5th day of April, 19 88, before me, the undersigned, a notary public in and for said County and State, personally appeared PATRICK L. LACROSSE who is known to me to be the identical individual who executed the within instrument, and being first duly sworn, did say that he, PATRICK L. LACROSSE, is the Executive Director of the Portland Development Commission, a Commission of the City of Portland, a municipal corporation of the State of Oregon, which Commission is the duly designated Urban Renewal Agency of the City of Portland, and that the seal affixed to the foregoing instrument is the corporate seal of said Commission, and that the said instrument was signed and sealed on behalf of said Commission by authority of the Portland Development Commission, and the said PATRICK L. LACROSSE acknowledged said instrument to be the free act and deed of said Commission.



*Timothy E. Engle*  
 Notary Public for Oregon 4/25/88  
 My Commission expires: \_\_\_\_\_

APR 11 1988



APR 11 1938

025388

STATE OF OREGON  
Multnomah County

I, a Deputy for the Recorder of Conveyances, in and for  
said County, do hereby certify that the within instrument of  
writing was received for record and recorded in the records  
of said County.

1938 APR 11 AM 9 25

RECORDING SECTION  
MULTNOMAH CO. OREGON

In Book

BOOK 2093 PAGE 2193

On Page

Witness my hand and seal of office at the

Recorder of Conveyances

*M. Burns*

Deputy

25  
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BOOK 2093 PAGE 2193

KNOW ALL MEN BY THESE PRESENTS, That the CITY OF PORTLAND, a municipal corporation, acting by and through THE PORTLAND DEVELOPMENT COMMISSION, hereinafter called "Grantor," for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto MANUFACTURING MANAGEMENT, INC., an Oregon corporation, hereinafter called "Grantee," and unto Grantee's successors and assigns all of that certain real property described in Exhibit "A" attached hereto and made a part hereof with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Multnomah, State of Oregon, free of encumbrances except as specifically set forth herein.

This conveyance is made subject to the following exceptions, covenants, conditions and encumbrances:

1. Rights and easements for commerce, navigation, recreation and fishery. (Affects Parcel I and that part of Parcel II lying below the ordinary high water line of the Willamette River.)

2. Any adverse claim based upon the assertion that:

(a) Some portion of said land is tide, submerged, or submersible land, or has been created by artificial means or has created to such portion so created.

(b) Some portion of said land has been brought within the boundaries thereof by a change in the location of the Willamette River.

(Affects that part of Parcel II lying above the ordinary low water mark of the Willamette River.)

3. Rights/title and/or interest of the O.W.R. & N. Company, acquired under:

any existing spur tracks and/or any existing spur track agreements affecting the lands herein. (Tax assessor's maps show spur tracks upon the Easterly portion of Parcel II herein.)

4. Easements for existing public utilities in vacated street areas reserved in the various vacation ordinances effecting vacations, and the conditions imposed by said Ordinances (including, but not limited to, the various conditions pertaining to the location of any buildings upon vacated areas); certain of said Ordinances are as follows:

(a) Ordinance No. 14 (of the City of St. Johns) passed July 6, 1903 (parts of Albany Street, John Avenue and Charleston Avenue).

*Sand Tax statements to:*  
*Manufacturing Management, Inc.*  
*4927 N.W. Front Ave.*  
*Portland, Or. 97210*  
*Attn: Ralph Miller*

(b) Ordinance No. 98183 (Portland) passed April 8, 1953 (parts of Leavitt Avenue, John Avenue and Albany Street).

(c) Ordinance No. 110866 (Portland) passed October 7, 1959 (parts of John Avenue and Charleston Avenue).

(d) Ordinance No. 110867 (Portland) passed October 7, 1959 (part of Richmond Avenue).

(e) Ordinance No. 150458 (Portland) passed September 24, 1980 (part of Burlington Avenue) a copy of which was recorded October 27, 1980, in Book 1479, at page 1156.

(f) Ordinance No. 153530 (Portland) passed July 14, 1982 (parts of John Avenue and Charleston Avenue) a copy of which was recorded August 26, 1982, in Book 1614, at page 304.

(g) Any other Ordinances/Orders effecting the vacation of other portions of Albany Street, Leavitt Avenue and Charleston Avenue.

5. An easement created by instrument, including the terms and provisions thereof, dated February 7, 1975, recorded March 13, 1975, in Book 1031, at page 1117, in favor of Portland General Electric Co. for electric power line purposes over Block 1, Town of St. Johns, and adjacent land (Easterly portion of Parcel II).

6. Ordinance No. 152942 of the City of Portland, passed March 4, 1982, including the terms and provisions thereof, a copy of which was recorded March 10, 1982, in Book 1583, at page 1039. (Parcels I and II)

7. St. Johns Riverfront Development Urban Renewal Plan, and any and all modifications, amendments and supplements thereto, including, but not limited to, those instruments:

(a) Ordinance No. 149929 (Ordinance approving Plan), passed July 3, 1980, a copy of which was recorded August 1, 1980, in Book 1459, at pages 433 through 524;

(b) Ordinance No. 152065 (Ordinance approving 1st Amendment), passed July 29, 1981, a copy of which was recorded September 16, 1987, in Book 2042, at page 1815; and

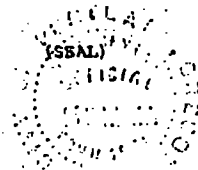
(c) Ordinance No. 152940 (Ordinance approving 2nd Amendment), passed March 5, 1982, a copy of which was recorded March 16, 1982, in Book 1584, at pages 1081 through 1140. (Parcels I and II)

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

To Have and to Hold the same unto the said Grantee and Grantee's successors and assigns forever.

The true and actual consideration paid for this transfer is FOUR HUNDRED FIFTY THOUSAND EIGHT HUNDRED EIGHTY-SEVEN and no/100 DOLLARS (\$450,887.00).

In Witness Whereof, the Grantor has caused this instrument to be executed by its duly elected officers this 29th day of January, 1988.



CITY OF PORTLAND, a municipal corporation,  
acting by and through the PORTLAND DEVELOPMENT  
COMMISSION

By: [Signature]

Chairman

Portland Development Commission

[Signature]

Acting Secretary

Portland Development Commission

APPROVED AS TO FORM:

[Signature]  
Legal Counsel  
Portland Development Commission

## EXHIBIT "A"

The two following described parcels of land in Section 12, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon:

PARCEL I:

Beginning at the intersection of the Southerly line of N. Crawford Street and the Westerly line of N. Richmond Avenue; thence Southerly along the Westerly line of N. Richmond Avenue to the Northerly line of N. Bradford Street; thence Westerly along the Northerly line of N. Bradford Street to the center line of vacated N. John Avenue; thence Northerly along the center line of vacated N. John Avenue to the Southerly line of N. Crawford Street; thence Easterly along the Southerly line of N. Crawford Street to the point of beginning.

PARCEL II:

Beginning at the intersection of the Northerly harbor line of the Willamette River and the Easterly line of N. Burlington Avenue; thence Northerly along the Easterly line of N. Burlington Avenue to the Southerly line of N. Bradford Street; thence Easterly along the Southerly line of N. Bradford Street to the Southerly extension of the Westerly line of N. Richmond Avenue; thence Southerly along the Southerly extension of the Westerly line of N. Richmond Avenue to the Northerly harbor line of the Willamette River; thence Westerly along the Northerly harbor line of the Willamette River to the point of beginning.

EXCEPTING THEREFROM that portion of Block 1, TOWN OF ST. JOHNS, conveyed to the Oregon Railroad and Navigation Company, by deed, recorded February 19, 1902, in Deed Book 287, at page 206, described as follows:

Beginning at the Northwestern corner of Lot 5, in said Block 1; thence Easterly along the Northerly line of said Block to the Northeast corner of said Block, being the Northeast corner of Lot 8, in said Block; thence Southerly along the Easterly line of said lot, a distance of 30 feet to a point; thence Westerly on a straight line to the place of beginning.

FURTHER EXCEPTING THEREFROM the following parcel being a portion of Block 3 and Block 4, River Lots, vacated Leavitt Avenue and N. Albany Street, TOWN OF ST. JOHNS, in the City of Portland, and being a portion of Section 12, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, being more particularly described as follows:

Beginning at a 5/8" iron rod located at the Northwest corner of Block 4, River Lots, TOWN OF ST. JOHNS; thence along the Westerly line of said Block 4, also being the Easterly right-of-way line of N. Burlington Avenue, South  $26^{\circ} 07' 19''$  West a distance of 154.70 feet to the true point of beginning of the following described parcel; thence leaving the Easterly right-of-way line of N. Burlington Avenue, South  $63^{\circ} 27' 11''$  East a distance of 370.64 feet; thence parallel with the said Easterly right-of-way line, South  $26^{\circ} 07' 19''$  West a distance of 116.6 feet, more or less, to the top of existing bank; thence Westerly along the top of existing bank to a point on the Easterly right-of-way of N. Burlington Avenue and being located South  $26^{\circ} 07' 19''$  West a distance of 125.5 feet, more or less, from the true point of beginning; thence North  $26^{\circ} 07' 19''$  East a distance of 125.5 feet, more or less, to the true point of beginning. Containing 44,810 square feet, or 1.03 acres, more or less, and basis of bearing being the centerline of N. Burlington Avenue as per Multnomah County Survey Number 41512.

TOGETHER WITH the following described property located within the vacated portion of N. Richmond Avenue:

Beginning at a point on the Easterly line of Block 1, TOWN OF ST. JOHNS, 30 feet Southerly from the Northeasterly corner of said Block 1; thence Easterly along the Southerly right-of-way line of the Oregon-Washington Railroad, to a point which is 60 feet when measured at a right angle, from the Easterly line of said Block 1; thence Southerly and parallel to the Easterly line of said Block 100 feet; thence Westerly along a line perpendicular to the Easterly line of Block 1, 30 feet to the true point of beginning; thence continuing Westerly along a line perpendicular to the Easterly line of said Block 1, 30 feet to the Easterly line of said Block 1; thence Northerly along the Easterly line of said Block 1 to the Southerly right-of-way line of the above described railroad at a point 30 feet from the Northeasterly corner of said Block 1; thence Easterly along said Southerly right-of-way line to a point which is 30 feet, when measured at a right angle, from the Easterly line of said Block 1; thence in a Southerly direction along a line parallel to the Easterly line of said Block 1, to the true point of beginning; reserving, however, unto Grantor, its successors and assigns, an easement for the right of ingress and egress over and across said vacated portion of N. Richmond Avenue.

-3-

FURTHER TOGETHER WITH the following described property located within the vacated portion of N. Burlington Avenue:

Beginning at the Northwesterly corner of Block 4, TOWN OF ST. JOHNS; thence 100 feet Southerly along the Westerly line of said Block 4; thence perpendicular to said line Westerly 30 feet; thence perpendicular to said last mentioned line Northerly to the intersection with the Southerly line of N. Bradford Street; thence Easterly along said last mentioned line to the point of beginning; reserving, however, unto Grantor, its successors and assigns, an easement for the right of ingress and egress over and across said vacated portion of N. Burlington Avenue.

FURTHER TOGETHER WITH A non-exclusive easement, to be used in common with others for ingress and egress, described as follows:

(For identification purposes only: Lying within vacated N. Richmond Avenue)

Commencing at a point which is Southerly along the Easterly line of Block 1, TOWN OF ST. JOHNS, 30 feet from the Northeasterly corner of said Block 1; thence Southeasterly along the Southerly right-of-way line of the Oregon-Washington Railroad and Navigation Company to the point of beginning which is 60 feet measured perpendicular from the Easterly line of Block 1; thence Southerly and parallel to the Easterly line of Block 1, 100 feet; thence perpendicular to said last mentioned line Westerly 30 feet; thence perpendicular to said last mentioned line Northerly to its intersection with the Southerly right-of-way line of the Oregon-Washington Railroad and Navigation Company; thence Southeasterly along said line to the point of beginning.

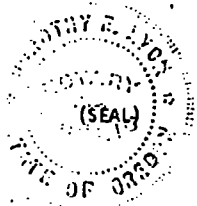
FURTHER TOGETHER WITH a non-exclusive easement, to be used in common with others, for ingress and egress, described as follows:

(For identification purposes only: Lying within vacated N. Burlington Avenue)

Beginning at the Northeasterly corner of Block 6, JAMES JOHNS ADDITION TO THE TOWN OF ST. JOHNS; thence Southerly along the Easterly line of said Block to a point that bears Southerly 100 feet from the Northwest corner of Block 4 of THE TOWN OF ST. JOHNS (measured along the Westerly line of said Block 4) and 60 feet perpendicular Westerly to said Westerly line of Block 4; thence Easterly 30 feet perpendicular to said Easterly line of Block 6; thence Northerly parallel to said Easterly line to the Southerly line of N. Bradford Street; thence Westerly along said Southerly line to the point of beginning.

STATE OF OREGON )  
 ) ss.  
 COUNTY OF MULTNOMAH )

On this 29th day of January, 19 88, before me, the undersigned, a notary public in and for said County and State, personally appeared the within named HARRY L. DEMOREST and CARL B. TALTON, who are known to me to be the identical individuals described in and who executed the within instrument, and being first duly sworn, did say that he, HARRY L. DEMOREST, is the CHAIRMAN, and he, CARL B. TALTON, is the ACTING SECRETARY of the Portland Development Commission, a Commission of the City of Portland, a municipal corporation of the State of Oregon, which Commission is the duly designated urban renewal agency of the City of Portland, and that the seal affixed to the foregoing instrument is the corporate seal of said Commission, and that the said instrument was signed and sealed on behalf of said Commission by authority of the Portland Development Commission, and the said HARRY L. DEMOREST and CARL B. TALTON acknowledged said instrument to be the free act and deed of said Commission.



[Signature]  
 Notary Public for Oregon, 4-25-88  
 My commission expires \_\_\_\_\_

JAN 29 1988



JAN 29 1988

007191

TRANS-AMERICA TITLE INS  
555 SW OAK PLACE  
PORTLAND, OREGON 97204  
Att: Dave Alford

After Recording  
Return to:

STATE OF OREGON  
Multnomah County

I, a Deputy for the Recorder of Conveyances, in and for  
said County, do hereby certify that the within instrument of  
writing was returned for record and recorded in the record  
of said County

1988 JAN 29 PM 4:32

MULTNOMAH CO. OREGON

In Book On Page  
BOOK 2076 PAGE 1748

Witness my hand and seal of office this  
Recorder of Conveyances

*M Burns*

Deputy

BOOK 2076 PAGE 1755

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EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the CITY OF PORTLAND, a municipal corporation, acting by and through the PORTLAND DEVELOPMENT COMMISSION, herein- after called the "Grantor," does hereby grant, bargain, sell and convey unto MANUFACTURING MANAGEMENT, INC., an Oregon corporation, its successors and assigns, hereinafter called the "Grantee," an easement for the right of ingress and egress over and across the following described lands of Grantor in Multnomah County, Oregon:

(For Identification Purposes Only: Lying Within Vacated N. Burlington Avenue)

Beginning at the Northeasterly corner of Block 6, JAMES JOHNS ADDITION TO THE TOWN OF ST. JOHNS; thence Southerly along the Easterly line of said Block to a point that bears Southerly 100 feet from the Northwest corner of Block 4 of THE TOWN OF ST. JOHNS (measured along the Westerly line of said Block 4) and 60 feet perpendicular Westerly to said Westerly line of Block 4; thence Easterly 30 feet perpendicular to said Easterly line of Block 6; thence Northerly parallel to said Easterly line to the Southerly line of N. Bradford Street; thence Westerly along said Southerly line to the point of beginning.

SUBJECT, HOWEVER, to the following conditions, to-wit:

1. The Grantor shall not be responsible for or participate in any proposed improvements to the lands. Furthermore, the Grantee shall not make any improvements to the lands without the prior written approval and consent by the Grantor.
2. The Grantor shall not be responsible for any damage caused by the Grantor's use of the lands.
3. The Grantee will indemnify and save harmless the Grantor, its officials and employes, against and from any and all suits, actions, claims and judgments based upon injury to or death of persons or damage to the property which in any manner may result from the Grantee's use of or activities upon said lands.

The whole, true and actual consideration given or promised for this Easement consists of other good and valuable consideration other than monetary.

This instrument does not guarantee that any particular use may be made of the property described in this instrument. A buyer should check with the appropriate City or County planning departments to verify approved use.

DATED this 29th day of January, 1988.

(SEAL)

APPROVED AS TO FORM:

*James M. Hanna*  
Legal Counsel  
Portland Development Commission

CITY OF PORTLAND, a municipal corporation,  
acting by and through the PORTLAND DEVELOP-  
MENT COMMISSION

By: *[Signature]*  
Chairman, Portland Development Commission

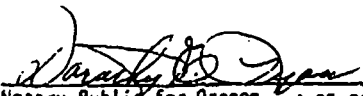
By: *[Signature]*  
Secretary, Portland Development Commission

STATE OF OREGON )  
 ) ss.  
COUNTY OF MULTNOMAH )

BOOK 2076 PAGE 1757

On this 29th day of January, 19 88, before me, the undersigned, a notary public in and for said County and State, personally appeared the within named HARRY L. DEMOREST and C. DOUGLAS MCGREGOR, who are known to me to be the identical individuals described in and who executed the within instrument, and being first / sworn, did say that he, HARRY L. DEMOREST, is the CHAIRMAN, and he, C. DOUGLAS MCGREGOR, is the SECRETARY of the Portland Development Commission, a Commission of the City of Portland, a municipal corporation of the State of Oregon, which Commission is the duly designated urban renewal agency of the City of Portland, and that the seal affixed to the foregoing instrument is the corporate seal of said Commission, and that the said instrument was signed and sealed on behalf of said Commission by authority of the Portland Development Commission, and the said HARRY L. DEMOREST and C. DOUGLAS MCGREGOR acknowledged said instrument to be the free act and deed of said Commission.

(SEAL)

  
Notary Public for Oregon 4-25-88  
My commission expires \_\_\_\_\_

JAN 29 1988

007192

After Recording  
Refund to:

TRANSAMERICA TITLE INS  
555 SW OAK Plaza Level  
PORTLAND OREGON 97204  
ATTN: Dave Adkins

STATE OF OREGON }  
Multnomah County

14

I, a Deputy for the Recorder of Conveyances, in and for Multnomah County, do hereby certify that the within instrument of writing was received for record and recorded on the record

1988 JAN 29 PM 4:32

MULTNOMAH CO. OREGON

On Page  
BOOK 2076 PAGE 1756

Witness my hand and seal of office at Portland, Oregon, this 29th day of January, 1988.

*M. Burns*  
Recorder of Conveyances

103

EASEMENT

BOOK 2076 PAGE 1759

KNOW ALL MEN BY THESE PRESENTS, That the CITY OF PORTLAND, a municipal corporation, acting by and through the PORTLAND DEVELOPMENT COMMISSION, herein- after called the "Grantor," does hereby grant, bargain, sell and convey unto MANUFACTURING MANAGEMENT, INC., an Oregon corporation, its successors and assigns, hereinafter called the "Grantee," an easement for the right of ingress and egress over and across the following described lands of Grantor in Multnomah County, Oregon:

(For Identification Purposes Only: Lying Within Vacated N. Richmond Avenue)

Commencing at a point which is Southerly along the Easterly line of Block 1, TOWN OF ST. JOHNS, 30 feet from the Northeasterly corner of said Block 1; thence Southeasterly along the Southerly right-of-way line of the Oregon-Washington Railroad and Navigation Company to the point of beginning which is 60 feet measured perpendicular from the Easterly line of Block 1; thence Southerly and parallel to the Easterly line of Block 1, 100 feet; thence perpendicular to said last mentioned line Westerly 30 feet; thence perpendicular to said last mentioned line Northerly to its intersection with the Southerly right-of-way line of the Oregon-Washington Railroad and Navigation Company; thence Southeasterly along said line to the point of beginning.

SUBJECT, HOWEVER, to the following conditions, to-wit:

1. The Grantor shall not be responsible for or participate in any proposed improvements to the lands. Furthermore, the Grantee shall not make any improvements to the lands without the prior written approval and consent by the Grantor.
2. The Grantor shall not be responsible for any damage caused by the Grantor's use of the lands.
3. The Grantee will indemnify and save harmless the Grantor, its officials and employees, against and from any and all suits, actions, claims and judgments based upon injury to or death of persons or damage to the property which in any manner may result from the Grantee's use of or activities upon said lands.

The whole, true and actual consideration given or promised for this Easement consists of other good and valuable consideration other than monetary.

This instrument does not guarantee that any particular use may be made of the property described in this instrument. A buyer should check with the appropriate City or County planning departments to verify approved use.

DATED this 29th day of January, 1988.

(SEAL)

APPROVED AS TO FORM:

*James M. O'Brien*  
Legal Counsel  
Portland Development Commission

CITY OF PORTLAND, a municipal corporation,  
acting by and through the PORTLAND DEVELOP-  
MENT COMMISSION

By: *[Signature]*  
Chairman, Portland Development Commission


By: *[Signature]*  
Secretary, Portland Development Commission

JAN 29 1988

STATE OF OREGON       )  
                              ) ss.  
COUNTY OF MULTNOMAH )

On this 29th day of January, 1988, before me, the undersigned, a notary public in and for said County and State, personally appeared the within named HARRY L. DEMOREST and C. DOUGLAS MCGREGOR, who are known to me to be the identical individuals described in and who executed the within instrument, and being first duly sworn, did say that he, HARRY L. DEMOREST, is the CHAIRMAN, and he, C. DOUGLAS MCGREGOR, is the SECRETARY of the Portland Development Commission, a Commission of the City of Portland, a municipal corporation of the State of Oregon, which Commission is the duly designated urban renewal agency of the City of Portland, and that the seal affixed to the foregoing instrument is the corporate seal of said Commission, and that the said instrument was signed and sealed on behalf of said Commission by authority of the Portland Development Commission, and the said HARRY L. DEMOREST and C. DOUGLAS MCGREGOR acknowledged said instrument to be the free act and deed of said Commission.

(SEAL)

  
Notary Public for Oregon 4-25-88  
My commission expires \_\_\_\_\_

JAN 29 1988

JAN 29 1988

007193

*After Recording  
Return to:  
TOANSAMERICA TITLE INS  
555 SW JAK Place  
PORTLAND OREGON 97204  
Attn: Dave McElroy*

STATE OF OREGON  
Multnomah County

I, a Deputy for the Recorder of Conveyances, in and for  
said County, do hereby certify that the within instrument of  
writing was received for record and recorded in the record  
of said County.

1988 JAN 29 PM 4:32

MULTNOMAH CO OREGON

In Book On Page

BOOK 2076 PAGE 1759

Witness my hand and seal of office this

Recorder of Conveyances

*M Butts*

Deputy

10

BOOK 2076 PAGE 1761

ST. JOHNS RIVERFRONT DEVELOPMENT  
PORTLAND, OREGON

LAND DISPOSITION AGREEMENT  
FOR THE SALE OF LAND IN THE  
ST. JOHNS RIVERFRONT URBAN RENEWAL AREA

This Land Disposition Agreement (herein called the "Agreement") is entered into as of the 14th day of August, 1989 between the City of Portland, a municipal corporation of the state of Oregon, acting by and through the Portland Development Commission as the duly designated Urban Renewal Agency of the City of Portland (herein called the "Agency"), and Crawford Street Corporation, an Oregon corporation, or its assigns ("Developer").

Recitals:

WHEREAS, Developer wishes to purchase that real property owned by the Agency described in Exhibit 1 attached hereto and made a part hereof (herein called the "Land"); and

WHEREAS, Developer wishes to use the Land in accordance with the uses specified in the Urban Renewal Plan and this Agreement; and

WHEREAS, the Agency on the basis of the foregoing, and the undertakings of Developer pursuant to this Agreement, is willing to sell the Land to Developer; and

WHEREAS, the Land is within the boundaries of the St. Johns Riverfront Urban Renewal Area and is subject to the requirements of the Second Amendment to the St. Johns Riverfront Urban Renewal Plan, recorded in Book 1584 at Page 1081 of the Deed Records of Multnomah County, Oregon (herein called the "Plan"); and

WHEREAS, the Agency has found it necessary to dispose of the Land for the purpose of implementing the Plan; and

WHEREAS, the Agency has found that Developer's intended use will be in compliance with the Plan if implemented, regardless of whether Developer completes the Improvements, as that term is defined herein; and

WHEREAS, the Agency and Developer have simultaneously entered into a Counteroffer to Counter Proposal to Purchase Agreement dated January 13, 1989 (the "Counteroffer") affecting the Land to which a copy of this Land Disposition Agreement is attached as Exhibit 2; and

WHEREAS, the Agency and Developer have agreed to enter into this Agreement subject to the terms of the Counteroffer;

Page 1 - LAND DISPOSITION AGREEMENT



NOW, THEREFORE, each of the parties hereto, for and in consideration of the premises and agreement of the other party hereto, covenants and agrees:

1. Parties.

(a) Agency. The Agency covenants that it is a public body, corporate and politic exercising governmental functions and powers, organized and existing as the duly designated Urban Renewal Agency of the City of Portland under the charter for the City of Portland and Chapter 457 of the Oregon Revised Statutes and is empowered to execute this Agreement and the signatories hereto are authorized to sign on its behalf.

(b) Developer. Developer covenants that it is an Oregon corporation and is empowered to execute this Agreement and the signatories hereto are authorized to sign on its behalf.

2. Agreement to Buy and Sell.

(a) Sale. Subject to all of the terms, covenants and conditions of this Agreement and the Counteroffer, the Agency agrees to sell and Developer agrees to buy the Land upon payment of the purchase price of ONE AND NO/100 DOLLARS (\$1.00).

(b) Time and Place. Subject to the terms of the Counteroffer, conveyance shall be made at the offices of the Agency at 1120 S. W. Fifth Avenue, Portland, Oregon. This agreement shall be closed on or before August 10, 1989. Developer hereby agrees to accept such conveyance and to pay the Agency, at such time and place, the full purchase price for the Land in the form of cash or certified funds.

(c) Deed. The Agency will convey title to the Land to Developer by Bargain and Sale Deed, which deed shall be substantially in the form attached hereto marked Exhibit 3 and by this reference made a part hereof.

(d) Title Insurance. The Agency will provide a policy of title insurance from the Title Company insuring title in ALTA form, with extended coverage, for the amount of the purchase price of the Land in Developer as of the date of the deed hereinabove specified, free and clear of encumbrances other than those created by or set forth in this Agreement. The cost of title insurance will be paid by the Agency. All recording costs will be paid by Developer. Developer shall be entitled to record a memorandum of this Agreement.

(e) Real Property Taxes. Real property taxes for the current year (if any) shall be prorated as of the date of closing.

3. Possession and Access. Developer shall be entitled to exclusive possession of the Land upon payment of the purchase price and conveyance of the Land as herein provided.

4. Soil Conditions. The Land is purchased from the Agency by Developer in its "AS IS" condition. It shall be the sole responsibility and expense of Developer to investigate and determine the soil conditions of the Land and the suitability of such soil conditions for the Improvements to be constructed by Developer. Except as specified in the Counteroffer, the Agency makes no warranties or representations as to the suitability of the soil conditions or any other conditions of the Land for any Improvements to be constructed by Developer and, except as specified in the Counteroffer, Developer warrants that it has not relied on any representations or warranties, if any, made by the Agency as to the suitability of the soil conditions or any of the conditions of the Land for any Improvements to be constructed by Developer. In the event this transaction shall close as contemplated in the Counteroffer, it is agreed by Developer that the Agency will not be liable for any loss, cost or damage which may be caused or incurred by Developer by reason of any such soil or physical conditions.

5. Developer's Agreement Regarding Improvements.

(a) Improvements. Developer intends to make certain modest improvements on the Land as indicated on the attached Exhibit 4 (the "Improvements"). The making of such Improvements, however, is not a requirement of this Agreement.

(b) Urban Renewal Plan. Developer agrees to construct the Improvements, if at all, in accordance with the provisions of the Plan and applicable city codes.

6. Certificate. Upon commencement of its intended use of the land as described in the Counteroffer, Developer shall be entitled to issuance of a certificate (the "Certificate") pursuant to Part 9 of this Agreement.

7. Remedies.

(a) Preconveyance Remedies. In the event Developer shall default with respect to its obligation to pay the purchase price, such default shall create in the Agency those remedies specified in the Counteroffer.

(b) Postconveyance Remedies. In the event subsequent to the conveyance of the Land and prior to the issuance of the Certificate, Developer (or successor in interest) shall default in or violate its obligations with respect to the use of the Land any such default or violation shall not be cured, ended or remedied within sixty (60) days after written demand by the Agency to do so,

Page 3 - LAND DISPOSITION AGREEMENT

such action or inaction shall create in the Agency the right to recover its actual damages (Developer understanding and agreeing that the Agency's actual damages, as a governmental body, include, but are not limited to, damages to the citizens of the City of Portland resulting from lost or delayed economic development, including lost taxes, jobs and sales of goods and services.)

8. Assignment. Developer may assign its interest in the Land and delegate its duties under this Agreement as provided in the Counteroffer.

9. Certificate. Promptly after commencement by Developer of its intended use of the Land, the Agency will furnish Developer with an appropriate instrument certifying that Developer is in compliance with the Plan. The certificate by the Agency shall be a conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of Developer. The certificate shall be in such form as will enable it to be recorded. If the Agency shall refuse or fail to provide the certificate, the Agency shall, within 30 days after written request by Developer, provide Developer with a written statement indicating in adequate detail how Developer has failed to use the Land in conformity with the Plan and what measures or acts will be necessary, in the opinion of the Agency, for Developer to take to perform in order to obtain the certificate.

10. Miscellaneous.

(a) Laws of Oregon. The rights and obligations of the parties under this Agreement shall be construed and determined pursuant to the laws of the State of Oregon.

(b) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and which counterparts shall constitute one and the same instrument.

(c) Time of Essence. Time is of the essence of this Agreement. All obligations of the Agency and Developer to each other shall be due at the date specified by this Agreement.

(d) Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the state of Oregon, except that if the last day of any period falls on any Saturday, Sunday or such a holiday, the period shall be extended to include the next day which is not a Saturday, Sunday or such a holiday.

(e) Construction. In construing this Agreement, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter.

(f) Legal Purpose. Developer agrees that it shall use the Land solely for legal purposes.

(g) Waivers. No waiver made by either party with respect to the performance, or manner or time thereof, of any obligation of the other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition of its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the party. No waiver by the Agency of any provision of this Agreement or any breach thereof, shall be of any force and effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

(h) Severability. If any clause, sentence or any other portion of the terms and conditions of this Agreement become illegal, null or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

(i) Notices. All notices, demands and requests required by this Agreement or modification shall be in writing and be sent:

To the Agency, at the following address:

Portland Development Commission  
1120 S. W. Fifth Avenue, #1102  
Portland, Oregon 97204-1968

To Developer, at the following address:

Crawford Street Corporation  
4927 N. W. Front Avenue  
Portland, Oregon 97210

with a copy to:

Kimball H. Ferris  
Hill, Huston, Ferris & Walker  
720 S. W. Washington, Suite 750  
Portland, Oregon 97205

by registered or certified United States mail, postage prepaid, unless a notification of change of address has been sent to the party giving the notice in the manner required by this paragraph prior to the time when such notice is given. All such notices shall be effective three (3) days after mailing, except that notices of change of address shall be effective upon receipt.

(j) Entire Agreement. This Agreement, the Counteroffer and the attachments hereto are the entire Agreement between the parties. There is no other oral or written Agreement between the parties with regard to this subject matter.

(k) Modifications. Any modifications to this Agreement shall be made in writing.

(l) Attorney's Fees. If Developer or the Agency shall be required to retain an attorney to enforce any portion of this Agreement or to obtain any declaration of rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees from the other as determined by a court of competent jurisdiction, such reasonable attorney's fees to include attorney's fees upon appeal if necessary.

(m) Successors and Assigns. Subject to the terms of this Agreement, the benefits conferred by this Agreement and the obligations assumed thereunder shall inure to the benefit of and bind the successors and assigns of the parties hereto, and the obligations of Developer and the remedies for the breach thereof shall further be covenants and conditions running with the Land.

(n) Anti-Discrimination. Developer covenants and agrees that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Land, and that it will not restrict, or affect or execute any agreement, lease, conveyance or any other instrument which has the effect of restricting the sale, lease, use or occupancy of any of the Land or any part thereof upon the basis of race, color, religion, sex, marital status, or national origin or ancestry.

(o) Headings. Headings and paragraph titles used in this Agreement are not a part of the Agreement and are for the purposes of identification and description only and shall not be considered nor referred to in any resolving questions of interpretation and construction.

(p) Conflicts of Interest. No official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she, directly or indirectly, is interested. No official or employee of the Agency shall be personally liable to Developer or any successor in interest in the event of any default or breach by the Agency or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

Page 6 - LAND DISPOSITION AGREEMENT

(g) Non-Merger. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Land from the Agency to Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions of covenants to this Agreement, but shall be deemed made pursuant to this Agreement.

(r) Consents. Whenever consent or approval by the Agency is required under the terms of this Agreement, all such consents or approvals shall be received in writing from the Executive Director of the Agency.

(s) Place of Enforcement. Any action or suit to enforce or construe any provision of this Agreement by any party shall be brought in the Circuit Court of the State of Oregon for Multnomah County or the United States District Court for the District of Oregon.

(t) No Partnership. Neither anything in this Agreement contained, nor any acts of the parties hereto, shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement.

(u) Non-Waiver of Government Rights. By making this Agreement and delivery of the deed, the Agency is specifically not obligating itself, the City of Portland or any other agency with respect to any discretionary action relating to development of operation of the Improvements to be constructed on the Land, including, but not limited to, rezonings, variances, environmental clearances or any other governmental agency approvals which are or may be required.

(v) Conflict. In the event of conflict between the terms of this Agreement and the Counteroffer, the terms of the Counteroffer shall prevail.

DATED this 14th day of August, 1989.

CRAWFORD STREET CORPORATION,  
an Oregon corporation

By: Ned H. Buhler  
Ned H. Buhler, Vice-President

CITY OF PORTLAND, by and through  
the Portland Development  
Commission as the duly designated  
Urban Renewal Agency of the City  
of Portland

By: Patrick L. LaCrosse  
Patrick L. LaCrosse, Executive  
Director

STATE OF OREGON )  
 ) ss.  
County of Multnomah )

This instrument was acknowledged before me on this 8th day of  
August, 1989 by Ned H. Buhler as Vice-President of Crawford  
Street Corporation.

[Signature]  
Notary Public for Oregon  
My Commission Expires 11/21/90

STATE OF OREGON )  
 ) ss.  
County of Multnomah )

This instrument was acknowledged before me on this 14th day of  
August, 1989 by Patrick L. LaCrosse as Executive Director  
of the Portland Development Commission.

[Signature]  
Notary Public for Oregon  
My Commission Expires 12/31/89

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## EXHIBIT 1

## DESCRIPTION SHEET:

Description of the tract of land which is the subject of this report:

A tract of land in Section 12, Township 1 North, Range 1 West of the Willamette Meridian and being a portion of Block 3 and Block 4, TOWN OF ST. JOHNS, a portion of St. Johns River Lots, portions of vacated N. Levitt Avenue, vacated N. Albany Street and vacated N. Burlington Avenue, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a 5/8" iron rod located at the Northwest corner of Block 4, TOWN OF ST. JOHNS; thence, along the Westerly line of said Block 4, also being the Easterly right of way line of N. Burlington Avenue, South 26° 07' 19" West, a distance of 154.70 feet to the true point of beginning of the following described parcel; thence leaving the Easterly right of way line of N. Burlington Avenue, South 63° 27' 11" East, a distance of 370.64 feet; thence parallel with the said Easterly right of way line, South 26° 07' 19" West, a distance of 116.6 feet, more or less, to the top of existing bank; thence Westerly along the top of existing bank to a point on the Easterly right of way of N. Burlington Avenue and being located South 26° 07' 19" West, a distance of 125.5 feet, more or less, from the true point of beginning; thence, North 26° 07' 19" East, a distance of 125.5 feet, more or less, to the true point of beginning.

TOGETHER WITH the Easterly 30 feet of that portion of N. Burlington Avenue which was vacated by Ordinance #150458 except the Northerly 100 feet thereof.

EXHIBIT 1



COUNTEROFFER TO COUNTER PROPOSAL  
TO PURCHASE AGREEMENT DATED  
JANUARY 13, 1989 BETWEEN  
CRAWFORD STREET CORPORATION,  
AN OREGON CORPORATION, AS PURCHASER,  
AND THE CITY OF PORTLAND, AN OREGON  
MUNICIPAL CORPORATION ACTING BY AND  
THROUGH THE PORTLAND DEVELOPMENT COMMISSION,  
AS SELLER

The Counter Proposal to Purchase Agreement dated January 13,  
1989 (the "Counter Proposal"), a copy of which is attached hereto  
as Exhibit A, is hereby accepted upon deletion of the new Section  
4.6 referenced in the Counter Proposal.

AGREED AND ACCEPTED:

Seller:

City of Portland, Acting By and  
Through the Portland Development  
Commission

By: *Patrick L. LaCrosse*  
Patrick L. LaCrosse,  
Executive Director  
Date: 4-18-89

Purchaser:

CRAWFORD STREET CORPORATION, an  
Oregon corporation

By: *Ralph Miller*  
Ralph Miller, President  
Date: 4-13-89

EXHIBIT 2

COUNTER-PROPOSAL TO PURCHASE AGREEMENT

Dated January 13, 1989

Between

CRAWFORD STREET CORPORATION, an  
Oregon corporation, as Purchaser

AND

THE CITY OF PORTLAND, an Oregon municipal corporation  
acting by and through the PORTLAND DEVELOPMENT COMMISSION,  
as Seller

The Purchase Agreement dated January 13, 1989 between Crawford Street Corporation, an Oregon corporation, as Purchaser and the City of Portland, an Oregon municipal corporation, acting by and through the Portland Development Commission, as Seller (Exhibit C) is hereby accepted and amended as follows:

1. The following numbered paragraphs are accepted:  
1, 2, 3, 4.5, 5, and 7 through 18; and Exhibit A.
2. The following numbered paragraphs are deleted:  
4.1 and 4.6.
3. The following numbered paragraphs are amended to read as follows:  
  
4.2 Purchaser understands that the current zoning for the Real Property is M-2\* (asterisk) which provides for certain industrial and other uses. Purchaser intends to use the Real Property primarily for industrial purposes that are permitted outright under the M-2\* zone. This offer and any resulting agreement are subject to Purchaser receiving a written representation from the appropriate authorized official for the City of Portland within twenty (20) days from the date of acceptance by Seller stating that Purchaser's intended use is an authorized use permitted outright under the M-2\* zone and complies with the Comprehensive Plan for the City of Portland, including without limitation, the St. Johns Riverfront Development Urban Renewal Plan, as amended. Should such statement or other notice from the City of Portland indicate that Purchaser's intended use is currently unauthorized, Purchaser may elect, at Purchaser's sole option, to discontinue this transaction. In that event, this offer and any resulting agreement shall be of no further force or effect and the Earnest Money shall be returned to Purchaser.  
  
4.3 Purchaser's initial intended use of the Real Property may not be "river dependent," a that term is defined in the

Willamette River Greenway Development Regulations. In the event Purchaser is required to dedicate an irrevocable easement for a landscaped greenway trail conforming to city standards, this offer is conditioned on the receipt by Purchaser of the written acknowledgment from the appropriate authorized official for the City of Portland, within twenty (20) days of acceptance by Seller, that in the event Purchaser shall install a dock, wharf or related system capable of loading and unloading steel and steel-related products for use in Purchaser's business, that irrevocable easement shall be terminated by the City of Portland at any time upon written application by Purchaser to the appropriate authorized official of the City of Portland.

4.4 Purchaser is purchasing the Real Property "AS IS". Both parties acknowledge that Seller has performed certain environmental tests related to the Real Property. The results of those tests have been provided to the Seller before execution of this Purchase Agreement by Purchaser. Therefore, after closing, Purchaser shall be responsible for compliance with all state, federal and local environmental laws and regulations with respect to its business and the operations of its business. Purchaser shall also, at its own expense, perform any activities which are necessary to bring the condition of the Real Property into compliance with the above mentioned environmental laws and shall indemnify and hold harmless the Seller, its successors and assigns, against and in respect of any and all damages, claims, losses, liabilities and expenses, including, without limitation reasonable legal, accounting, consulting, engineering and other expenses which may be imposed upon or incurred by the Seller, its successors or assigns, or asserted against the Seller, its successors or assigns, by any other party (including, without limitation, a governmental entity) arising out of or in connection with any environmental condition of the Real Property.

4.6 (New) Purchaser shall have closed or shall have performed all contingencies for closing and deposited into escrow those funds necessary to close, the agreement for purchase of that certain real property described in the Earnest Money Agreement dated January 13, 1989 between Manufacturing Management, Inc. and the City of Portland, acting by and through the Portland Development Commission, as amended by mutual agreement of the parties thereto.

#### 6. Closing.

6.1 This agreement shall be closed at the offices of the Title Company at 555 S.W. Oak Street, Plaza Level, Portland, Oregon. The cost of escrow shall be shared equally by the parties. This agreement shall be closed upon satisfaction or removal of all contingencies on or before July 7, 1989, but in no event shall this agreement be closed before July 2, 1989.

5.2 At closing, Purchaser shall pay the purchase price referred to in Section 1 hereof and all recording fees.

6.3 At closing, Seller shall convey the Real Property to Purchaser by Oregon statutory form Bargain and Sale Deed deliver its certificate to Purchaser making the representations, warranties and covenants contained in Section 5 hereof.

4. Add a new paragraph 19 to read as follows:

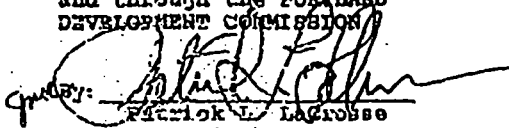
19. Purchaser shall be responsible for determining if the Real Property is serviced by all utilities including, without limitation, gas, electric, water, sewer and telephone service to meet the needs of Purchaser.

5. Tior Title Company and the address therefor shall be substituted wherever in this document there is a reference to "Transamerica Title" or "Title Company".

AGREED AND ACCEPTED:

Seller:

CITY OF PORTLAND, acting by  
and through the PORTLAND  
DEVELOPMENT COMMISSION

By:   
Patrick L. MacGross  
Executive Director

Date: 1/24/89

Purchaser:

CRAWFORD STREET CORPORATION,  
an Oregon corporation

By: \_\_\_\_\_  
Ralph Miller  
President

Date: \_\_\_\_\_

jml\leh\contract\crawford. agr  
January 23, 1989

## PURCHASE AGREEMENT

BETWEEN: Crawford Street Corporation,  
an Oregon corporation,  
Attn: Ralph Miller  
4927 N. W. Front Avenue  
Portland, Oregon 97210,  
or its assigns  
("Purchaser")

AND: The City of Portland,  
an Oregon municipal corporation,  
acting by and through the  
Portland Development Commission,  
1120 S. W. Fifth Avenue  
Portland, Oregon 97204  
("Seller")

Purchaser hereby offers to purchase from Seller the real property described on Exhibit A attached hereto (referred to herein as the "Real Property"), consisting of approximately 1.03 acres in Multnomah County, Oregon, subject to the following terms and conditions:

1. Purchase Price. The purchase price for the Real Property shall be ONE AND NO/100 (\$1.00). The purchase price for the Real Property shall be paid in cash at the time of closing.

2. Survey. The parties accept the survey conducted in 1987, which established the property description indicated on Exhibit A as an accurate survey.

3. Preliminary Title Report. Seller will cause Transamerica Title Insurance Company (the "Title Company") to provide to Purchaser a preliminary title report on the Real Property as soon as reasonably practicable following execution of this agreement by both parties. Purchaser will disapprove in writing any title exceptions which are unacceptable to Purchaser within twenty (20) days following receipt of the preliminary title report. Seller then will state in writing within twenty (20) days following receipt of the disapproval notice whether or not Seller is willing or able to attempt to remove said exceptions at or prior to the closing. If Seller is unable or unwilling to remove an exception or exceptions, Purchaser shall either waive the disapproval and proceed with closing this agreement as provided herein, subject to satisfaction of the contingencies specified herein, or, as Purchaser's sole remedy, terminate this Earnest Money Agreement. Purchaser shall make its choice in writing within twenty (20) days following receipt of Seller's statement.

4. Contingencies. Purchaser's offer is hereby expressly made subject to satisfaction of the following contingencies:

4.1 This offer and any resulting agreement are subject to inspection and approval of the Real Property. Purchaser shall have forty-five (45) days following Seller's acceptance of this offer within which to inspect the Real Property. In the event Purchaser is not satisfied with the condition of the Real Property, as determined in Purchaser's sole discretion, then Purchaser shall notify Seller in writing within the aforementioned time limit. Upon delivery or notification of disapproval, this offer and any resulting agreement shall be of no further force or effect.

4.2 Seller represents that the current zoning for the Real Property is M-2\*. The M-2\* zone provides for certain industrial and other uses. Purchaser intends to use the Real Property primarily for the warehousing and storage of steel and other uses incident thereto. This offer and any resulting agreement are subject to Purchaser receiving a written representation from the appropriate authorized official for the City of Portland within sixty (60) days from the date of acceptance by Seller stating that Purchaser's intended use is an authorized use permitted outright under the M-2\* zone and complies with the Comprehensive Plan for the City of Portland, including, without limitation, the St. Johns Riverfront Development Urban Renewal Plan, as amended. Should such statement or other notice from the City of Portland indicate that Purchaser's intended use is currently unauthorized, Purchaser may elect, at Purchaser's sole option, to discontinue this transaction. In that event, this offer and any resulting agreement shall be of no further force or effect.

4.3 Purchaser's initial intended use of the Real Property may not be "river dependent," as that term is defined in the Willamette River Greenway Development Regulations. In the event Purchaser is required by the City of Portland to dedicate an irrevocable easement for a landscaped greenway trail conforming to city standards, this offer is conditioned on the receipt by Purchaser of the written acknowledgment from the appropriate authorized official for the City of Portland, within thirty (30) days of acceptance by Seller, that, in the event Purchaser shall install a dock, wharf or related system capable of loading and unloading steel and steel-related products for use in Purchaser's business, that irrevocable easement shall be terminated by the City of Portland at any time upon written application by Purchaser to the appropriate authorized official of the City of Portland.

4.4 Purchaser shall have one hundred twenty (120) days after acceptance by Seller, at Purchaser's expense, to obtain an environmental engineer's report prepared by an environmental engineer acceptable to Purchaser confirming that the Real Property, including the soil and ground water, are free from any and all toxic or hazardous materials or substances, including, but not limited to, asbestos, PCBs, pesticides, herbicides and any other

materials or substances deemed hazardous by the Environmental Protection Agency or the Department of Environmental Quality for the State of Oregon. In the event Purchaser is not satisfied with the condition of the Real Property, as determined in Purchaser's sole discretion, then Purchaser shall notify Seller in writing. Upon delivery of notification of disapproval, this offer and any resulting agreement shall be of no further force or effect. Seller hereby grants Purchaser and its agents access to the Real Property, including any and all portions thereof, for the purpose of conducting environmental tests and analyses. Purchaser shall advise Seller as to when testing shall take place.

4.5 Seller has, or as of the closing will have, obtained all the requisite approvals and authority necessary to enable Seller to sell the Real Property to Purchaser on the terms and conditions contained herein and shall provide evidence of such authority to Purchaser on or before closing.

4.6 Purchaser shall be responsible for determining if the Real Property is serviced by all utilities, including, without limitation, gas, electric, water, sewer and telephone service to meet the needs of Purchaser.

5. Seller's Representations, Warranties and Covenants. Seller is selling the Real Property in its "AS IS" condition. By accepting this offer, Seller however, makes the following representations, warranties and covenants which shall survive the closing of this transaction:

5.1 Except as disclosed to Purchaser in writing, Seller has no knowledge of any facts indicating that any liens or assessments are intended to be assessed against the Real Property.

5.2 Except as disclosed to Purchaser in writing, Seller has received no notice from any governmental agency of (a) any violation of law or (b) facts which, but for the passage of time or giving of notice or both, would constitute a violation of law, relating to the Real Property.

5.3 Seller has not received, and is not aware of, any notices from any governmental agency having jurisdiction requiring any work to be done on the Real Property in order to bring it into compliance with any local building code or other land use law or of any facts which, if known, would cause such notice to be issued.

5.4 Seller has never used the Real Property for storage of toxic or hazardous materials or substances.

5.5 To the best of Seller's knowledge, there are no underground storage tanks located on the Real Property.

5.6 To the best of Seller's knowledge, Seller is in compliance with all applicable statutory and regulatory requirements affecting the Real Property.

5.7 To the best of Seller's knowledge, there are no pending or threatened civil, criminal or administrative proceedings relating to environmental matters affecting the Real Property.

5.8 As of this date, Seller knows of no facts or circumstances that may give rise to any future civil, criminal or administrative proceedings relating to environmental matters affecting the Real Property.

5.9 The Real Property is all above the low water line of the Willamette River and is not subject to claim by the State of Oregon Division of State Lands.

6. Closing. This agreement shall be closed at the offices of the Title Company at 555 Oak Street, Plaza Level, Portland, Oregon. Closing shall occur within thirty (30) days after satisfaction or waiver of each contingency contained in Section 5 hereof.

6.1 At closing, Purchaser shall pay the purchase price referred to in Section 1 hereof.

6.3 At closing, Seller shall convey the Real Property to Purchaser by Oregon statutory form Bargain and Sale Deed and deliver its certificate to Purchaser making the representations, warranties and covenants contained in Section 5 hereof as of the date of closing.

7. Title Insurance. Promptly following closing, Seller will provide to Purchaser, at Seller's expense, an owner's ALTA extended coverage policy of title insurance in the face amount of the purchase price insuring title to the Real Property subject only to such exceptions as may be approved or waived by Purchaser.

8. Possession and Insurance. Possession of the Real Property shall be delivered to Purchaser upon recording of the Bargain and Sale Deed. Seller shall maintain the Real Property in its present condition and maintain comprehensive general liability insurance on the Real Property at a reasonable level until possession shall be delivered to Purchaser.

9. Remedies. If this transaction is terminated by Purchaser because Purchaser is not willing to accept Seller's title or failure of a contingency, then Purchaser shall have no obligation hereunder. If Purchaser accepts Seller's title and all contingencies are satisfied, but Purchaser fails or refuses to close this transaction, Seller may recover the purchase price from Purchaser as liquidated damages and, upon such payment by Purchaser, this agreement shall be of no further force or effect.

Page 4 - PURCHASE AGREEMENT



10. Assignment. Purchaser may assign its rights and obligations hereunder to any affiliated corporation.

11. Real Estate Commission. Any commission payable as a result of this transaction shall be the sole responsibility of Seller, and Seller shall hold harmless and indemnify Purchaser from any claim or lien related to such a commission.

12. Merger. This document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the Real Property and supersedes and replaces all written and oral agreements previously made or existing by and between the parties or their representatives insofar as the Real Property is concerned.

13. Attorney's Fees. If either party institutes any civil action to collect the amounts due hereunder or to enforce any covenant, warranty or agreement hereof, or to obtain any of the remedies herein provided, the prevailing party shall be entitled to recover the sum that the trial judge or appeals court may adjudge reasonable as attorney's fees in such action, including any appeal taken by either party in such action.

14. Time of Essence. Time is of the essence hereof.

15. Duration of Offer. Purchaser's offer is made subject to acceptance by Seller on or before the tenth (10th) day following the date of Purchaser's execution of this agreement. If Seller does not accept this offer within the time specified, this offer and any resulting agreement shall be of no further force or effect, unless time for acceptance is extended in writing by Purchaser.

16. Exhibits. All exhibits attached hereto are a part of this Earnest Money Agreement.

17. Satisfaction of Contingencies. The contingencies to this agreement may be waived or satisfied only by written notice to the other party.

18. Additional Required Document. Prior to closing, Purchaser shall enter into a Development Agreement with Seller agreeing to uses and development of the Property consistent with the St. Johns Riverfront Urban Renewal Plan substantially in the form attached hereto as Exhibit B.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, Purchaser has made this offer as of the  
date written below.

AGREED AND ACCEPTED:

Purchaser:

CRAWFORD STREET CORPORATION

By: \_\_\_\_\_  
Ralph Miller, President  
Date: \_\_\_\_\_

AGREED AND ACCEPTED:

Seller:

PORTLAND DEVELOPMENT COMMISSION

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT A  
PROPERTY DESCRIPTION

The following parcel being a portion of Block 3, Block 4, River Lts, vacated Leavitt Avenue and N. Albany Street, Town of St. Johns in the City of Portland, and being a portion of Section 12, Township 2 North, Range 1 West, W.M., Multnomah County, Oregon, being more particularly described as follows:

Beginning at a 5/8" iron rod located at the Northwest corner of Block 4, Town of St. Johns; thence, along the Westerly line of said Block 4, also being the Easterly right-of-way line of N. Burlington Avenue, South 26°07'19" West a distance of 154.70 feet to the TRUE POINT OF BEGINNING of the following described parcel; thence leaving the Easterly right-of-way line of N. Burlington Avenue, South 63°27'11" East a distance of 279.64 feet; thence, parallel with the said Easterly right-of-way line, South 26°07'19" West a distance of 116.6 feet, more or less, to the top of existing bank; thence, Westerly along the top of existing bank to a point on the Easterly right-of-way of N. Burlington Avenue and being located South 26°07'19" West a distance of 125.5 feet, more or less, from the TRUE POINT OF BEGINNING; thence, North 26°07'19" East a distance of 125.5 feet, more or less, to the TRUE POINT OF BEGINNING.

Containing 44,810 square feet, or 1.03 acres, more or less, and Basis of Bearing being the centerline of N. Burlington Avenue as per Multnomah County Survey Number 41512, done by Jim Weddle & Assoc., Inc., dated November 1, 1977.

EXHIBIT A

## EXHIBIT B

ST. JOHNS RIVERFRONT DEVELOPMENT  
PORTLAND, OREGONLAND DISPOSITION AGREEMENT  
FOR THE SALE OF LAND IN THE  
ST. JOHNS RIVERFRONT URBAN RENEWAL AREA

This Land Disposition Agreement (herein called the "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 1989 between the City of Portland, a municipal corporation of the state of Oregon, acting by and through the Portland Development Commission as the duly designated Urban Renewal Agency of the City of Portland (herein called the "Agency"), and Manufacturing Management, Inc., an Oregon corporation, or its assigns ("Developer").

Recitals:

WHEREAS, Developer wishes to purchase that real property owned by the Agency described in Exhibit 1 attached hereto and made a part hereof (herein called the "Land"); and

WHEREAS, Developer wishes to use the Land in accordance with the uses specified in the Urban Renewal Plan and this Agreement; and

WHEREAS, the Agency on the basis of the foregoing, and the undertakings of Developer pursuant to this Agreement, is willing to sell the Land to Developer; and

WHEREAS, the Land is within the boundaries of the St. Johns Riverfront Urban Renewal Area and is subject to the requirements of the Second Amendment to the St. Johns Riverfront Urban Renewal Plan, recorded in Book 1584 at Page 1081 of the Deed Records of Multnomah County, Oregon (herein called the "Plan"); and

WHEREAS, the Agency has found it necessary to dispose of the Land for the purpose of implementing the Plan; and

WHEREAS, the Agency has found that Developer's intended use will be in compliance with the Plan if implemented, regardless of whether Developer completes the Improvements, as that term is defined herein; and

WHEREAS, the Agency and Developer have simultaneously entered into an Earnest Money Agreement (the "Earnest Money Agreement") affecting the Land to which a copy of this Land Disposition Agreement is attached as Exhibit D; and

WHEREAS, the Agency and Developer have agreed to enter into this Agreement subject to the terms of the Earnest Money Agreement;

NOW, THEREFORE, each of the parties hereto, for and in consideration of the premises and agreement of the other party hereto, covenants and agrees:

1. Parties.

(a) Agency. The Agency covenants that it is a public body, corporate and politic exercising governmental functions and powers, organized and existing as the duly designated Urban Renewal Agency of the City of Portland under the charter for the City of Portland and Chapter 457 of the Oregon Revised Statutes and is empowered to execute this Agreement and the signatories hereto are authorized to sign on its behalf.

(b) Developer. Developer covenants that it is an Oregon corporation and is empowered to execute this Agreement and the signatories hereto are authorized to sign on its behalf.

2. Agreement to Buy and Sell.

(a) Sale. Subject to all of the terms, covenants and conditions of this Agreement and the Earnest Money Agreement, the Agency agrees to sell and Developer agrees to buy the Land upon payment of the purchase price of ONE AND NO/100 DOLLARS (\$1.00).

(b) Time and Place. Subject to the terms of the Earnest Money Agreement, conveyance shall be made at Ticor Title Company at 555 E. W. Oak Street, Plaza Level, Portland, Oregon. This agreement shall be closed on or before July 7, 1989, but in no event shall this agreement be closed before July 2, 1989. Developer hereby agrees to accept such conveyance and to pay the Agency, at such time and place, the full purchase price for the Land in the form of cash or certified funds.

(c) Deed. The Agency will convey title to the Land to Developer by Bargain and Sale Deed, which deed shall be substantially in the form attached hereto marked Exhibit 2 and by this reference made a part hereof.

(d) Title Insurance. The Agency will provide a policy of title insurance from the Title Company insuring title in ALTA form, with extended coverage, for the amount of the purchase price of the Land in Developer as of the date of the deed hereinabove specified, free and clear of encumbrances other than those created by or set forth in this Agreement. The cost of title insurance will be paid by the Agency. All recording costs will be paid by Developer. Developer shall be entitled to record a memorandum of this Agreement.

(c) Real Property Taxes. Real property taxes for the current year (if any) shall be prorated as of the date of closing.

3. Possession and Access. Developer shall be entitled to exclusive possession of the Land upon payment of the purchase price and conveyance of the Land as herein provided.

4. Soil Conditions. The Land is purchased from the Agency by Developer in its "AS IS" condition. It shall be the sole responsibility and expense of Developer to investigate and determine the soil conditions of the Land and the suitability of such soil conditions for the Improvements to be constructed by Developer. Except as specified in the Earnest Money Agreement, the Agency makes no warranties or representations as to the suitability of the soil conditions or any other conditions of the Land for any Improvements to be constructed by Developer and, except as specified in the Earnest Money Agreement, Developer warrants that it has not relied on any representations or warranties, if any, made by the Agency as to the suitability of the soil conditions or any of the conditions of the Land for any Improvements to be constructed by Developer. In the event this transaction shall close as contemplated in the Earnest Money Agreement, it is agreed by Developer that the Agency will not be liable for any loss, cost or damage which may be caused or incurred by Developer by reason of any such soil or physical conditions.

5. Developer's Agreement Regarding Improvements.

(a) Improvements. Developer intends to make certain modest improvements on the Land as indicated on the attached Exhibit 3 (the "Improvements"). The making of such Improvements, however, is not a requirement of this Agreement;

(b) Urban Renewal Plan. Developer agrees to construct the Improvements, if at all, in accordance with the provisions of the Plan and applicable city codes.

6. Certificate. Upon commencement of its intended use of the land as described in the Earnest Money Agreement, Developer shall be entitled to issuance of a certificate (the "Certificate") pursuant to Part 9 of this Agreement.

7. Remedies.

(a) Preconveyance Remedies. In the event Developer shall default with respect to its obligation to pay the purchase price, such default shall create in the Agency those remedies specified in the Earnest Money Agreement.

(b) Postconveyance Remedies. In the event subsequent to the conveyance of the Land and prior to the issuance of the Certificate, Developer (or successor in interest) shall default in

Page 3 - LAND DISPOSITION AGREEMENT

or violate its obligations with respect to the use of the Land any such default or violation shall not be cured, ended or remedied within sixty (60) days after written demand by the Agency to do so, such action or inaction shall create in the Agency the right to recover its actual damages (Developer understanding and agreeing that the Agency's actual damages, as a governmental body, include, but are not limited to, damages to the citizens of the City of Portland resulting from lost or delayed economic development, including lost taxes, jobs and sales of goods and services.)

8. Assignment. Developer may assign its interest in the Land and delegate its duties under this Agreement as provided in the Earnest Money Agreement.

9. Certificate. Promptly after commencement by Developer of its intended use of the Land, the Agency will furnish Developer with an appropriate instrument certifying that Developer is in compliance with the plan. The certificate by the Agency shall be a conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of Developer. The certificate shall be in such form as will enable it to be recorded. If the Agency shall refuse or fail to provide the certificate, the Agency shall, within 30 days after written request by Developer, provide Developer with a written statement indicating in adequate detail how Developer has failed to use the Land in conformity with the Plan and what measures or acts will be necessary, in the opinion of the Agency, for Developer to take to perform in order to obtain the certificate.

10. Miscellaneous.

(a) Laws of Oregon. The rights and obligations of the parties under this Agreement shall be construed and determined pursuant to the laws of the State of Oregon.

(b) Counterparts. This Agreement is executed in three counterparts, each of which shall be deemed to be an original, and which counterparts shall constitute one and the same instrument.

(c) Time of Essence. Time is of the essence of this Agreement. All obligations of the Agency and Developer to each other shall be due at the date specified by this Agreement.

(d) Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the state of Oregon, except that if the last day of any period falls on any Saturday, Sunday or such a holiday, the period shall be extended to include the next day which is not a Saturday, Sunday or such a holiday.

(e) Construction. In construing this Agreement, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter.

(f) Legal Purpose. Developer agrees that it shall use the Land solely for legal purposes.

(g) Waivers. No waiver made by either party with respect to the performance, or manner or time thereof, of any obligation of the other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition of its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the party. No waiver by the Agency of any provision of this Agreement or any breach thereof, shall be of any force and effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

(h) Severability. If any clause, sentence or any other portion of the terms and conditions of this Agreement become illegal, null or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

(i) Notices. All notices, demands and requests required by this Agreement or modification shall be in writing and be sent:

To the Agency, at the following address:

Portland Development Commission  
1120 S. W. Fifth Avenue, #1102  
Portland, Oregon 97204-1968

To Developer, at the following address:

Manufacturing Management, Inc.  
4927 N. W. Front Avenue  
Portland, Oregon 97210

with a copy to:

Kimball H. Ferris  
Hill, Hunton, Ferris & Walker  
720 S. W. Washington, Suite 750  
Portland, Oregon 97205

by registered or certified United States mail, postage prepaid, unless a notification of change of address has been sent to the party giving the notice in the manner required by this paragraph prior to the time when such notice is given. All such notices



shall be effective three (3) days after mailing, except that notices of change of address shall be effective upon receipt.

(j) Entire Agreement. This Agreement, the Earnest Money Agreement and the attachments hereto are the entire Agreement between the parties. There is no other oral or written Agreement between the parties with regard to this subject matter.

(k) Modifications. Any modifications to this Agreement shall be made in writing.

(l) Attorney's Fees. If Developer or the Agency shall be required to retain an attorney to enforce any portion of this Agreement or to obtain any declaration of rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees from the other as determined by a court of competent jurisdiction, such reasonable attorney's fees to include attorney's fees upon appeal if necessary.

(m) Successors and Assigns. Subject to the terms of this Agreement, the benefits conferred by this Agreement and the obligations assumed thereunder shall inure to the benefit of and bind the successors and assigns of the parties hereto, and the obligations of Developer and the remedies for the breach thereof shall further be covenants and conditions running with the Land.

(n) Anti-Discrimination. Developer covenants and agrees that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Land, and that it will not restrict, or affect or execute any agreement, lease, conveyance or any other instrument which has the effect of restricting, the sale, lease, use or occupancy of any of the Land or any part thereof upon the basis of race, color, religion, sex, marital status, or national origin or ancestry.

(o) Headings. Headings and paragraph titles used in this Agreement are not a part of the Agreement and are for the purposes of identification and description only and shall not be considered nor referred to in any resolving questions of interpretation and construction.

(p) Conflicts of Interest. No official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she, directly or indirectly, is interested. No official or employee of the Agency shall be personally liable to Developer or any successor

Page 6 - LAND DISPOSITION AGREEMENT

in interest in the event of any default or breach by the Agency or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

(q) Non-Merger. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Land from the Agency to Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions of covenants to this Agreement, but shall be deemed made pursuant to this Agreement.

(r) Consents. Whenever consent or approval by the Agency is required under the terms of this Agreement, all such consents or approvals shall be received in writing from the Executive Director of the Agency.

(s) Place of Enforcement. Any action or suit to enforce or construe any provision of this Agreement by any party shall be brought in the Circuit Court of the State of Oregon for Multnomah County or the United States District Court for the District of Oregon.

(t) No Partnership. Neither anything in this Agreement contained, nor any acts of the parties hereto, shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement.

(u) Non-Waiver of Government Rights. By making this Agreement and delivery of the deed, the Agency is specifically not obligating itself, the City of Portland or any other agency with respect to any discretionary action relating to development or operation of the Improvements to be constructed on the Land, including, but not limited to, rezonings, variances, environmental clearances or any other governmental agency approvals which are or may be required.

(v) Conflict. In the event of conflict between the terms of this Agreement and the Earnest Money Agreement, the terms of the Earnest Money Agreement shall prevail.

DATED this \_\_\_\_ day of \_\_\_\_\_, 1989.

MANUFACTURING MANAGEMENT, INC.,  
an Oregon corporation

By: \_\_\_\_\_  
Ralph Miller, President

CITY OF PORTLAND, by and through  
the Portland Development  
Commission as the duly designated  
Urban Renewal Agency of the city  
of Portland

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Secretary

## PROPERTY DESCRIPTION

The following parcel being a portion of Block 3, Block 4, River Lots, vacated Leavitt Avenue and N. Albany Street, Town of St. Johns in the City of Portland, and being a portion of Section 12, Township 2 North, Range 1 West, W.M., Multnomah County, Oregon, being more particularly described as follows:

Beginning at a 5/8" iron rod located at the Northwest corner of Block 4, Town of St. Johns; thence, along the Westerly line of said Block 4, also being the Easterly right-of-way line of N. Burlington Avenue, South 26°07'19" West a distance of 154.70 feet to the TRUE POINT OF BEGINNING of the following described parcel; thence leaving the Easterly right-of-way line of N. Burlington Avenue, South 43°27'11" East a distance of 370.64 feet; thence, parallel with the said Easterly right-of-way line, South 26°07'19" West a distance of 116.6 feet, more or less, to the top of existing bank; thence, Westerly along the top of existing bank to a point on the Easterly right-of-way of N. Burlington Avenue and being located South 26°07'15" West a distance of 125.5 feet, more or less, from the TRUE POINT OF BEGINNING; thence, North 26°07'19" East a distance of 125.5 feet, more or less, to the TRUE POINT OF BEGINNING.

Containing 44,810 square feet, or 1.03 acres, more or less, and Basis of Bearing being the centerline of N. Burlington Avenue as per Multnomah County Survey Number 41512, done by Jim Weddle & Assoc., Inc., dated November 1, 1977.

EXHIBIT 1

## EXHIBIT 2

## BARGAIN AND SALE DEED

City of Portland, acting by and through the Portland Development Commission as the duly designated Urban Renewal Agency of the City of Portland ("Grantor"), conveys to \_\_\_\_\_, an Oregon corporation ("Grantee"), the real property described in Exhibit 1 attached hereto.

The true and actual consideration for this conveyance is \_\_\_\_\_ (\$\_\_\_\_\_).

This deed is given by Grantor in accordance with the Land Disposition Agreement dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 1989, a memorandum of which is recorded in Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Deed Records of Multnomah County, Oregon.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

CITY OF PORTLAND, acting by and through the Portland Development Commission, as the duly designated Urban Renewal Agency of the City of Portland

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Secretary

STATE OF OREGON       )  
                          ) ss.  
County of Multnomah )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1989, personally appeared before me the above-named \_\_\_\_\_ and \_\_\_\_\_ who, being duly sworn, stated that they are the Chairman and Secretary, respectively, of the Portland Development Commission, and acknowledged the foregoing instrument to be its voluntary act and deed.

Notary Public for Oregon  
My Commission expires: \_\_\_\_\_

EXHIBIT 3

[Description of Improvements]

## BARGAIN AND SALE DEED

KNOWN ALL MEN BY THESE PRESENTS, That the CITY OF PORTLAND, acting by and through the PORTLAND DEVELOPMENT COMMISSION as the duly designated Urban Renewal Agency of the City of Portland ("Grantor"), for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto CRAWFORD STREET CORPORATION, an Oregon corporation ("Grantee"), its successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Multnomah, State of Oregon, described as follows, to-wit:

A tract of land in Section 12, Township 1 North, Range 1 West of the Willamette Meridian and being a portion of Block 3 and Block 4, TOWN OF ST. JOHNS, a portion of St. Johns River Lots, portions of vacated N. Lovett Avenue, vacated N. Albany Street and vacated N. Burlington Avenue, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a 1/4" iron rod located at the Northwest corner of Block 4, TOWN OF ST. JOHNS; thence, along the Westerly line of said Block 4, also being the Easterly right of way line of N. Burlington Avenue, South 26° 07' 19" West, a distance of 154.70 feet to the true point of beginning of the following described parcel; thence leaving the Easterly right of way line of N. Burlington Avenue, South 63° 27' 11" East, a distance of 370.64 feet; thence parallel with the said Easterly right of way line, South 26° 07' 19" West, a distance of 116.6 feet, more or less, to the top of existing bank; thence Westerly along the top of existing bank to a point on the Easterly right of way of N. Burlington Avenue and being located South 26° 07' 19" West, a distance of 125.5 feet, more or less, from the true point of beginning; thence, North 26° 07' 19" East, a distance of 125.5 feet, more or less, to the true point of beginning.

TOGETHER WITH the Easterly 30 feet of that portion of N. Burlington Avenue which was vacated by Ordinance #150458 except the Northerly 100 feet thereof.

Subject, however, to the following exceptions:

See Attached Exhibit "A"

The true and actual consideration for this conveyance is ONE and NO/100 DOLLARS (\$1.00).

This deed is given by Grantor in accordance with the Counteroffer to Counter Proposal to Purchase Agreement dated January 13, 1989.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify uses.

EXHIBIT 3

DATED this 31st day of July, 1989.

BOOK 2227 PAGE 2130

(SEAL)

CITY OF PORTLAND, acting by and through the PORTLAND DEVELOPMENT COMMISSION as the duly designated Urban Renewal Agency of the City of Portland

APPROVED AS TO FORM:

*James M. Smith*  
Portland Development Commission  
Legal Counsel

By: *Harry L. Demarest*  
Chairman

By: *C. Douglas McGregor*  
Secretary

STATE OF OREGON )  
County of Multnomah ) ss.

On this 31st day of July, 1989, before me, the undersigned, a notary public in and for said County and State, personally appeared the within named HARRY L. DEMAREST and C. DOUGLAS MCGREGOR, who are known to me to be the identical individuals described in and who executed the within instrument, and being first duly sworn, did say that HARRY L. DEMAREST is the Chairman and C. DOUGLAS MCGREGOR is the Secretary of the Portland Development Commission, a Commission of the City of Portland, a municipal corporation of the State of Oregon, which Commission is the duly designated Urban Renewal Agency of the City of Portland, and that the seal affixed to the foregoing instrument is the corporate seal of said Commission and that the said instrument was signed and sealed on behalf of said Commission by authority of the Portland Development Commission, and the said HARRY L. DEMAREST and C. DOUGLAS MCGREGOR acknowledged said instrument to be the free act and deed of said Commission.

(SEAL)

EXHIBIT ME

*[Signature]*  
Notary Public for Oregon  
My Commission expires: 7-13-91

Bargain and Sale Deed - Page 2



1. Rights of the public and governmental bodies in and to any portion of the premises herein described lying below high water mark of the Willamette River.
2. Easements for utilities over and across the premises within the boundaries of vacated streets and avenues.
3. The spur tract rights of the Oregon-Washington Railroad and Navigation Company.
4. Disposition and Development Agreement, including the terms and provisions thereof, between the City of Portland, acting by and through the Portland Development Commission and Genstar Development, Inc., a New York corporation, dated June 17, 1980, recorded July 2, 1980 in Book 1452, page 398, Deed Records. (Affects property lying south of railroad right of way)
5. St. Johns Riverfront Development Urban Renewal Plan approved by City of Portland Ordinance #149929, recorded August 1, 1980 in Book 1439, page 433, as amended by Ordinance #152942, recorded March 10, 1982 in Book 1583, page 1039 and further amended by Ordinance #152946, recorded March 16, 1982 in Book 1584, page 1081, as further amended by Ordinance #153863 a copy of which was recorded September 16, 1987 in Book 2042, page 1815, Deed Records.
6. Conditions of City of Portland Ordinance #150438 pertaining to the vacation of N. Burlington Avenue, a copy of which was recorded October 27, 1980 in Book 1479, page 1156, Deed Records.

EXHIBIT 4

DESCRIPTION OF THE IMPROVEMENTS

1. Developer anticipates fencing the land.
2. Developer plans to level, gravel or blacktop the surface.

EXHIBIT 4

066263

8-14-89

AFTER RECORDING PLEASE RETURN TO:  
PORTLAND DEVELOPMENT COMMISSION  
1120 S.W. 5th  
Portland, Oregon 97204-1989  
Attn: REAL ESTATE

STATE OF OREGON  
Multnomah County

I, a Deputy for the Recorder of Conveyances, in and for  
said County, do hereby certify that the within instrument of  
writing was received for record and recorded in the records  
of said County.

89 AUG 14 PM 2:54

RECORDING SECTION  
MULTNOMAH CO. OREGON

In Book 2227 PAGE 2098 On Page

Witness my hand and seal of office at said  
Recorder of Conveyances

m Budne  
Deputy

"DEAD HEAD"

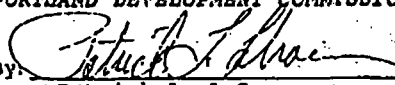
BOOK 2227 PAGE 2133

## CERTIFICATE

THE PORTLAND DEVELOPMENT COMMISSION hereby remakes those certain representations contained in the Counteroffer to Counterproposal to Purchase Agreement between CRAWFORD STREET CORPORATION, an Oregon corporation, and the CITY OF PORTLAND, an Oregon municipal corporation acting by and through the Portland Development Commission, dated January 24, 1989 (the "Agreement"), as of the date hereof, except as otherwise provided herein. This certificate is being executed and delivered to MMI pursuant to Section 6.2 of the Agreement. The representations are as contained in Section 5 of the Agreement.

IN WITNESS WHEREOF, this certificate is executed this  
14th day of August, 1989.

PORTLAND DEVELOPMENT COMMISSION

By:   
Patrick L. LaCrosse,  
Executive Director

jml:leh\contract\comp11.com  
August 7, 1989

066265

8-14-89

Att: REAL ESTATE

AFTER RECORDING PLEASE RETURN TO:  
PORTLAND DEVELOPMENT COMMISSION  
1120 S.W. 5th  
Portland, Oregon 97204-1808

STATE OF OREGON  
Multnomah County

I, a Deputy for the Recorder of Conveyances, in and for  
Multnomah County, do hereby certify that the within instrument of  
writing was received for record and recorded in the record  
of said County.

89 AUG 14 PM 3:50

RECORDING SECTION  
MULTNOMAH CO. OREGON

In Book 2227 PAGE 2133 On Page

Witness my hand and seal of office at said  
Recorder of Conveyances

*on Busino*  
Deputy

"DEAD HEAD"

BOOK 2227 PAGE 2139

## CERTIFICATE OF COMPLIANCE

The CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through the PORTLAND DEVELOPMENT COMMISSION as the duly designated Urban Renewal Agency of the City of Portland, hereinafter called the "Agency", hereby certifies that CRAWFORD STREET CORPORATION, an Oregon corporation, or its assigns, hereinafter the "Developer", has satisfactorily commenced use of the real property described in Exhibit "A" attached hereto and made a part hereof in accordance with the terms, covenants and conditions contained in that Counteroffer to Counterproposal to Purchase Agreement, dated January 24, 1989, between the Agency and the Developer; that Land Disposition Agreement, dated August 14, 1989, between the Agency and the Developer and recorded in the records of Multnomah County, Oregon, in Book 2227 at pages 2098 through 2133, inclusive; in that Deed, dated July 31, 1989, and recorded in the records of Multnomah County, Oregon, in Book 2227, at pages 2134 through 2137, inclusive; and in accordance with the St. Johns Riverfront Development Urban Renewal Plan recorded in the records of Multnomah County, Oregon, on August 1, 1980, in Book 1459, at pages 433 through 524, inclusive; and as amended from time to time, hereinafter called the "Plan", by and pursuant to which the Agency sold and conveyed to the Developer the real property described in said Exhibit "A".

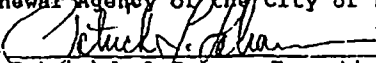
This Certificate, given pursuant to Section 6 and 9, as of the Land Disposition Agreement is and shall be a conclusive determination of the satisfaction and termination of the covenants and conditions contained therein and the Plan with respect to the obligations of the Developer, its successors and assigns, as to the use of the land, and the same shall automatically cease and become of no further force or effect, except as to the agreements and

covenants contained in the Deed, which agreements and covenants shall remain in full force and effect for the period in the manner expressly provided therein.

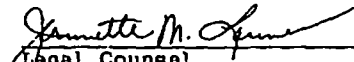
IN WITNESS WHEREOF, the CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through the PORTLAND DEVELOPMENT COMMISSION as the duly designated Urban Renewal Agency of the City of Portland, has caused this instrument to be executed by the Executive Director of the Portland Development Commission this 15th day of August, 1989.

CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through the PORTLAND DEVELOPMENT COMMISSION as the duly designated Urban Renewal Agency of the City of Portland

By:

  
Patrick L. LaCrosse, Executive Director

APPROVED AS TO FORM:

  
Jannette M. Spence  
Legal Counsel  
Portland Development Commission

lmi:\ah\contract\comp11.con  
August 7, 1989

## DESCRIPTION SHEET:

Description of the tract of land which is the subject of this report:

A tract of land in Section 12, Township 1 North, Range 1 West of the Willamette Meridian and being a portion of Block 3 and Block 4, TOWN OF ST. JOHNS, a portion of St. Johns River Lots, portions of vacated N. Lovitt Avenue, vacated N. Albany Street and vacated N. Burlington Avenue, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a 5/8" iron rod located at the Northwest corner of Block 4, TOWN OF ST. JOHNS; thence, along the Westerly line of said Block 4, also being the Easterly right of way line of N. Burlington Avenue, South 26° 07' 19" West, a distance of 154.70 feet to the true point of beginning of the following described parcel; thence leaving the Easterly right of way line of N. Burlington Avenue, South 63° 27' 11" East, a distance of 370.64 feet; thence parallel with the said Easterly right of way line, South 26° 07' 19" West, a distance of 116.6 feet, more or less, to the top of existing bank; thence Westerly along the top of existing bank to a point on the Easterly right of way of N. Burlington Avenue and being located South 26° 07' 19" West, a distance of 125.5 feet, more or less, from the true point of beginning; thence, North 26° 07' 19" East, a distance of 125.5 feet, more or less, to the true point of beginning.

TOGETHER WITH the Easterly 30 feet of that portion of N. Burlington Avenue which was vacated by Ordinance #150458 except the Northerly 100 feet thereof.

Report #566155 BT



067306

STATE OF OREGON  
Multnomah County

I, a Deputy for the Recorder of Conveyances, in and to  
said County, do hereby certify that the within instrument of  
writing was received for record and recorded in the record  
of said County.

89 AUG 17 AM 10:23

RECORDING SECTION  
MULTNOMAH CO. OREGON

In Book

BOOK 2228 PAGE 2174 On Page

Witness my hand and seal of office this day

Recorder of Conveyances

*M Burns*

Deputy

*After Recording  
Return To:  
Portland Development Commission  
1120 SW Fifth Ave #1102  
Portland, OR 97204 Attn: Steve Bock*

8-17-89

BOOK 2228 PAGE 2177

Recorded in the County of Multnomah, Oregon  
C. Swick, Deputy Clerk



No Fee

97837302 11:14am 03/14/97

009 40013598 84 03  
A49 3 0.00 15.00 3.00 20.00 0.00

Corporate

**PERMANENT TURNAROUND EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that Crawford Street Corporation, a corporation duly organized and incorporated under the laws of the State of Oregon, in consideration of the sum of One (\$1.00) and no/100 Dollar, and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, does hereby grant unto said City of Portland, a Permanent Turnaround Easement for the purpose of public access through, over and across the following described parcel:

R/W #5533-1

A parcel of land in Section 12, T1N, R1W, W.M., City of Portland, Multnomah County, Oregon, said parcel being more particularly described as follows:

Beginning at the point of intersection of the centerline of N Burlington Avenue and the southerly line of N Bradford Street; thence S 54°44'54" E, along said southerly line of N Bradford Street, 25.32 feet; thence leaving said southerly line and running S 26°09'08" W, along a line parallel to and 25.00 feet easterly of, when measured at right angles to, the centerline of said N Burlington Avenue, 70.00 feet; thence S 70°02'00" W, 36.07 feet to a point on said centerline of N Burlington Avenue; thence N 26°09'08" E, along said centerline, 100.00 feet to the Point of Beginning.

Parcel contains 2,125 square feet, more or less.

Basis of bearings in the above legal description is that Deed Document recorded in Book 2686, Page 376, Multnomah County Records.

(N Burlington Avenue south of N Bradford Street was vacated by Ordinance No. 150458 on September 24, 1980.)

1N 1W 12 CA 200

After Recording Return to:

106/802/KHall

Tax Statement shall be sent to:

No Change

MARCH 14 1997

IT IS UNDERSTOOD that no building shall be erected upon the above-described parcel without the prior written consent of the City Engineer.

IN WITNESS WHEREOF, Crawford Street Corporation, pursuant to the lawful authority given to the undersigned by its Board of Directors has caused these presents to be signed by its \_\_\_\_\_ President and \_\_\_\_\_ Secretary, this 20th day of January 1997. Exec. V.P.

CRAWFORD STREET CORPORATION

By:

President

By:

Secretary

Executive Vice President

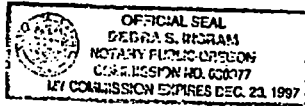
STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on January 20, 1997, by Robert W. Philip and Kenneth M. Novack (names) as President and Secretary of Crawford Street Corporation (Corporate Name). Exec. V.P.

Notary Public for Oregon

My Commission expires 12/23/97



Approved as to form:

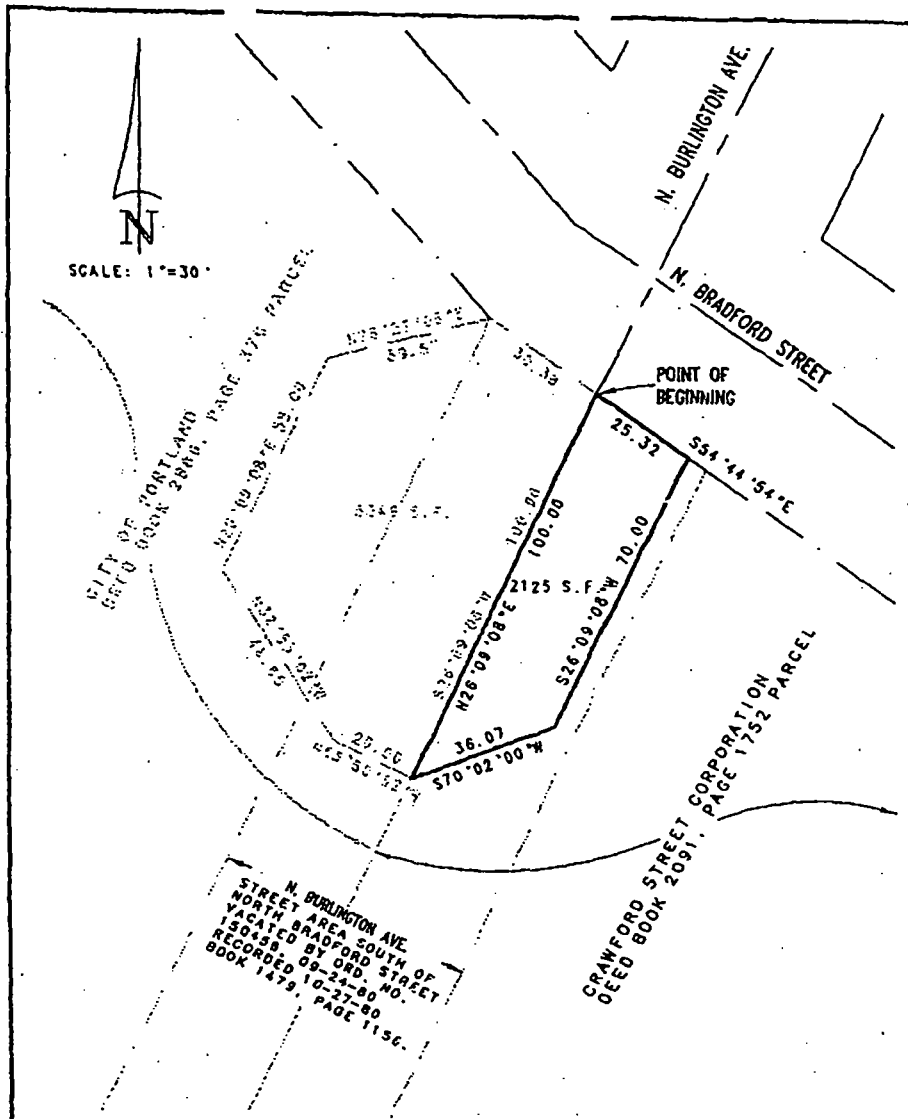
City Attorney

Approved:

City Engineer

(6637)pt-1

MARCH 14 1997



DRAWING TO ACCOMPANY  
BOOK 2091, PAGE 1752 PARCEL  
LEGAL DESCRIPTION  
PUBLIC TURN-AROUND EASEMENT  
January 8, 1997

**otak**  
incorporate

surveys  
engineers  
planners

17355 S.W. BOONES FERRY ROAD  
LAKE OSWEGO, OREGON 97035  
(503)635-3618 FAX (503)635-5399

S588E180.DWG\5588

MARCH 14 1997